Linda Lehman- Mayor
Stephanie Haug, CMC- City Clerk/Treasurer
Spink Engineering- City Engineer
Kerr Law Group-City Attorney

BENTON CITY

Lisa Stade-Councilwoman
Mary Lettau- Councilwoman
Vanessa Coates- Councilwoman
David Sandretto- Councilman
Jake Mokler- Councilman

REGULAR CITY COUNCIL MEETING

February 2, 2016 **AGENDA** **Council Chambers 7pm**

TURN OFF ALL CELL PHONES & PAGERS-EMERGENCY PERSONNEL USE SILENT ALERT

A. CALL TO ORDER/PRESENTATION OF COLORS

B. ROLL CALL

C. READING AND APPROVAL OF MINUTES
1. *Regular Meeting – January 19, 2015*

D. OPENING REMARKS, "HOUSEKEEPING" ITEMS, EXECUTIVE SESSION REQUESTS, ETC.

E. APPROVAL OF AGENDA (Only essential changes not requiring preparation, review, public notice, or action may be added)

F. VISITOR COMMENTS- *for non-agenda items.*
Council will not take action on an item not already on agenda without time to research, read, and receive staff report. Items may be added on future agenda, but not current agenda. Please do not speak or make remarks unless recognized by the Chair, then if you are called, come forward to microphone, give name and address for minutes recorder. Council chamber over-flow will be moved to City Community Center.

G. REGULAR REPORTS:
1. EDC Report
2. Staff Report
   a) Maintenance Report
3. Engineer Report
4. Council Committee Reports

****** SPECIAL PRESENTATION – I-82 PROPERTY - CLAUDE OLIVER*****

H. ITEMS FOR APPROVAL:
1. First Reading - Ordinance Amending Water/Sewer billing policies
2. Resolution #2016-02- Auth. Mayor to sign EDC Contract for 2016 Services
3. Award Bid- Well #5 Well house Site Work Project
4. Keys to the City Application- Red Mountain AVA
5. Purchase Request – Tree Trimming – 9th Street Trees
6. Vouchers

I. ITEMS FOR DISCUSSION:
1. City Attorney Update
2. Benton City Code Enforcement Priorities
3. Maintenance Department – Additional Personnel

J. GENERAL COUNCIL COMMENTS:

K. ADJOURNMENT

*****COUNCIL PICTURES*****

Updated 1/29/2016

City of Benton City
Regular Council Meeting Minutes
January 19th, 2016

CALL TO ORDER – Mayor Lehman called the January 19th, 2016 Regular Council meeting to order at 7:00 p.m. (01:16:46*Audio recording begins)

**** OATH OF OFFICE – COUNCILMAN MOKLER **** Mr. Ferguson (01:16:31*)

PRESENTATION OF THE COLORS – Councilman Mokler led the Council and audience in the Pledge of Allegiance. (01:15:35*)

ROLL CALL (01:15:14*) Council Members Present –

Mary Lettau
David Sandretto
Vanessa Coates
Jake Mokler
Lisa Stade (In at 7:04 p.m.)

City Staff Present –
Stephanie Haug, City Clerk/Treasurer

City Staff Absent –
Kyle Kurth, Benton City Maintenance Foreman

Other Professionals Present –
Eric Ferguson, City Attorney, Kerr Law Group
Alan Rainey, City Engineer, Spink Engineering LLC
Capt. Clay Vannoy, Benton County Sheriff's Office

READING AND APPROVAL OF MINUTES (01:14:47*)

- **REGULAR MEETING JANUARY 12TH, 2016**

Councilwoman Lettau: Madame Mayor, I make a motion to approve the Minutes for January 12th, 2016.

Councilman Sandretto: I second.

MOTION #1- C. M. Lettau moved and C. D. Sandretto seconded to approve the Minutes of the January 12th, 2016 Regular Council Meeting as presented.

VOICE VOTE #1- C. V. Coates, C. D. Sandretto, C. M. Lettau, C. J. Mokler
ALL YEAS. Motion carried.

OPENING REMARKS, "HOUSEKEEPING" ITEMS, EXECUTIVE SESSION REQUESTS, ETC. (01:14:07*) 1) Liquor License Renewal – Los Tereros Tienda Y Carniceria

APPROVAL OF THE AGENDA – (01:13:53*)

Councilwoman Lettau: Madame Mayor, I make a motion to approve the Agenda as written.

Councilman Sandretto: Second.

MOTION #2- C. M. Lettau moved and C. D. Sandretto seconded to approve the Agenda of the January 19th, 2016 Regular Council Meeting as presented.

VOICE VOTE #2- C. V. Coates, C. D. Sandretto, C. M. Lettau, C. L. Stade, C. J. Mokler
ALL YEAS. Motion carries.

VISITOR COMMENTS (01:13:25*) None

REGULAR REPORTS (01:13:16*)

1. **SHERIFF'S REPORT** (01:13:14*)

Capt. Clay Vannoy, Benton County Sheriff's Office - December 2015 Report - 203 Calls for Service vs 236 in 2014 - 26 Case Offenses vs. 18 in 2014 -10 Infraction Offenses Issued
(Lisa Stade arrives at 7:04 p.m.) *** Council Discussion ***

2. **STAFF REPORTS** (01:09:10*)
Stephanie Haug, City Clerk/Treasurer - In packets - Code Report * **Council Discussion** *

3. **ENGINEER REPORT** (01:05:00*)
Alan Rainey, City Engineer, Spink Engineering LLC – Well #5 – Bid date extended - 40 days too short of time to line up supplies and equipment - Added ten working days – Hopefully get more bids

4. **COUNCIL COMMITTEE REPORTS** – (01:04:00*)

Councilwoman Stade – Ben Franklin Transit meeting

*** Council Discussion ***
a) Council Committee Assignments (00:57:22*)
Councilwoman Lettau – TRIDEC

Mr. Rainey – Benton Franklin Council of Governments TAC

Councilman Mokler – Emergency Management

Councilman Sandretto –TRIDEC *Alternate*; Red Mountain Regional Vision Group; Small Cities; Ridges to Rivers

Councilwoman Stade – Ridges to Rivers *Alternate*; Red Mountain Regional Vision Group *Alternate*

Councilman Sandretto – Good Roads Association *Alternate*

Councilwoman Coates – Mosquito Control Board; Benton and Franklin Counties Continuum of Care Task Force; Benton Franklin Solid Waste Management

Councilwoman Lettau – Finance & Budget

Councilwoman Coates – Finance & Budget *Alternate*

Councilwoman Sandretto – Benton Franklin Transit *Alternate*

Councilwoman Stade – Yakima Basin Fish & Wildlife Recovery Board *Alternate*

ITEMS FOR APPROVAL (00:43:22*)

1. **DESIGNATE MAYOR PRO TEM** (00:43:18*)
Mr. Ferguson – Process discussion

Councilman Sandretto: Madame Mayor, I nominate Jake over there; I think he'd be excellent in the position.

Councilwoman Coates: I'll throw my hat in.

Councilman Sandretto: Madame Mayor, I'd like to make a motion and move to designate Councilwoman Vanessa Coates as the Benton City Mayor Pro Tempore for a term beginning this date and ending in two years.

Councilman Mokler: Second.

MOTION #3– C. D. Sandretto moved and C. J. Mokler seconded to approve Councilperson Coates as the Mayor Pro Tempore for the term beginning this date and ending two years from this date.

VOICE VOTE #3–C. J. Mokler, C. D. Sandretto, C. V. Coates, C. M. Lettau, C. L. Stade
ALL YEAS. Motion carries.

2. **RESOLUTION #2016-02 – AUTHORIZE MAYOR TO SIGN EDC CONTRACT FOR 2016 SERVICES** (00:39:09*) * **Council Discussion** *
Councilwoman Lettau: Madame Mayor, I do make a motion to approve Resolution #2016-02, at the $35,000 for resolution authorizing the Mayor of City of Benton City to sign the agreement for services between the City of Benton City and the Benton City Development Council.

(No Second – Motion fails)

MOTION #4– C. L. Lettau moved with no second to approve Resolution #2016-02, a resolution authorizing the Mayor of the City of Benton City to sign the agreement for services between the City of Benton City and the Benton City Economic Development Council. Motion fails.

*** Council Discussion ***

Councilwoman Stade: Madame Mayor, I move to, I move, make a motion to move the 2016 Agreement for Services between the City of Benton City, Washington and Benton City Economic Development Council to the next agenda with the revision of a $5,000 increase to what's listed here in the contract.

Ms. Haug: Do you want to specify, anywhere, I don't believe in this contract, it has anything about the email blasts specifically; is that something that you're, if you're basing your…

Councilwoman Stade: That's one of the items, so with the understanding that that $5,000 portion thereof would go for maintaining and updating the email blasts and the communication between citizens and community.

Councilman Sandretto: I second.

MOTION #5– C. L. Stade moved and C. D. Sandretto seconded to bring Resolution #2016-02 back to the next meeting with $5,000 increase in budget for the Benton City Economic Development Council for specific purpose of maintaining and updating email blasts and community communication.

VOICE VOTE #5–C. L. Stade, C. D. Sandretto, C. J. Mokler – YEAS; C. V. Coates – ABSTAIN; C. M. Lettau – NAY. Motion carries.

3. PURCHASE REQUEST – LIBRARY HEAT PUMP REPLACEMENT (00:31:35*)

*** Council Discussion ***

Councilman Sandretto: Madame Mayor, I move to approve the purchase of a new heat pump and indoor unit for the Benton City Library from Dayco Heating, Air & Electric for $7,389 plus Washington State Sales Tax.

Councilwoman Coates: I second.

MOTION #6– C. D. Sandretto moved and C. V. Coates seconded to approve the purchase of a new heat pump and indoor uit for the Benton City Library from Dayco Heating, Air & Electric for $7,389 plus Washington State Sales Tax.

ROLL CALL VOTE #6–C. D. Sandretto, C. J. Mokler, C. M. Lettau, C. L. Stade, C. V. Coates ALL YEAS. Motion carries.

4. VOUCHERS (00:25:02*) **- 2015 Year End (2) - January 19th, 2016**

Councilwoman Lettau: Madame Mayor, I move to approve payment of Claim check numbers 27374 through 27391 with EFTs as listed in the amount of $18,643.12 and Payroll Check numbers 27330 thru 27339 with EFTs as listed in the amount of $81,291.02 this 19th day of January, 2016; and then I also move to approve payment of Claim check numbers 27392 thru 27405 with EFTs as listed in the amount of $11,212.39 this 19th day of January, 2016.

Councilwoman Sandretto: I second.

MOTION #7– C. M. Lettau moved and C. D. Sandretto seconded to approve payment of Claim check numbers 27374 through 27391 with EFTs as listed in the amount of $18,643.12 and Payroll Check numbers 27330 thru 227339 with EFTs as listed in the amount of $81,291.02 this 19th day of January, 2016; and payment of Claim check numbers 27392 and 27405 with EFTs as listed in the amount of $11,212.39 this 19th day of January, 2016.

ROLL CALL VOTE #7– C. M. Lettau, C. D. Sandretto, C. J. Mokler, C. L. Stade, C. V. Coates
ALL YEAS. Motion carries.

ITEMS FOR DISCUSSION: (00:23:43*)

1. **Maintenance Reporting -** (00:23:42*)
   Mr. Ferguson – Background information * **Council Discussion** *

GENERAL COUNCIL COMMENTS – (00:10:09)
Councilwoman Stade – Water Tower Design Project * **Council Discussion** *

ADJOURNMENT – Mayor Lehman (00:01:14)
Councilman Sandretto: Madame Mayor, I entertain the, or give you the motion that close the meeting.

Councilwoman Stade: Second.

MOTION #8– C. D. Sandretto moved and C. L. Stade seconded to adjourn the January 19th, 2016 Regular Council Meeting at 8:15 p.m.

VOICE VOTE #8– C. L. Stade, C. D. Sandretto, C. V. Coates, C. J. Mokler, C. M. Lettau
ALL YEAS. Motion carried.

Meeting adjourned at 8:15 p.m. (00:00:59)

_____
Linda Lehman, Mayor
City of Benton City

_____
Stephanie Haug, CMC
City Clerk-Treasurer

Date:_____

Kyle Kurth
Maintenance Forman

CITY OF BENTON CITY

MAINTENANCE DEPARTMENT

P.O. Box 70, * Benton City * Washington 99320 * (509) 588-3322

January 1, 2016 thru January 25, 2016

Streets

- Snow removal
- New bit built and installed on atv
- Hand warmers and hand guards installed on atv
- Took down Christmas decorations.
- Quotes for tree trimming on main drag
- Working with round about project
- 10 locates

Water

- Installed new water service
- Installed two meters

Sewer

- Fixed air diffuser lines in pond
- One sewer plug
- Changed belts on blowers

Equipment/Shop

- Installed new light on Kubota tractor
- Installed water coolant heater on Kubota
- Inventoried all equipment and labeled
- Re organizing shop with new shelfing
- Installed new drill press in shop
- Built and installed bars on shop window

Facilities

- New keys made for city hall
- New heating and cooling system installed at library
- Regular Maintenance and cleanings

Parks

- Working with the department of Fish & Wild Life For trees at boat launch

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Kyle Kurth
Maintenance Department

DNR SITE ASSESSMENT
BENTON CITY, WA

Prepared for

The Port of Kennewick and the City of Benton City

Prepared by Oneza & Associates

August 2011

DNR SITE ASSESSMENT
BENTON CITY, WA

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INVENTORY AND ANALYSIS

PURPOSE OF THE STUDY

The purpose of this study is to evaluate and assess development potentials for an area at the Interstate-82 interchange in Benton City, locally known as Kiona Interchange. The site is located within the Benton City limits south of I-82 at the intersection of Jacobs Road and Field Road. The property is currently owned by the Washington State Department of Natural Resources (DNR).

Both the City of Benton City and the Port of Kennewick are collaborating to identify the development and investment potentials for this area. This study was commissioned by the Port of Kennewick and the City to identify issues, challenges and potential for future development in this area.

The study will identify the Port's and the City's vision and objectives as well as short term and long term development potentials for this site. The analysis is based on observation of existing conditions, existing data, reports and studies, existing rules and regulations, and discussion with staff at the Port, the City and DNR.

BACKGROUND

The study area contains approximately 220 acres, based on a survey conducted in 2002 by DNR (Appendix A). DNR acquired this land, along with some other adjacent land from the Bureau of Land Management in 1994 and 2001 through land exchange. The first part of the land exchange was completed in 1994 and the second part was competed in 2001. A major portion of the subject area is part of the DNR's 1994 land exchange. This area was annexed to the City in 2005. The City purchased a 5-acre piece from DNR west of the subject site at the intersection of Jacobs Rd and Field Rd in 2005.

Fig 1: Site map - aerial

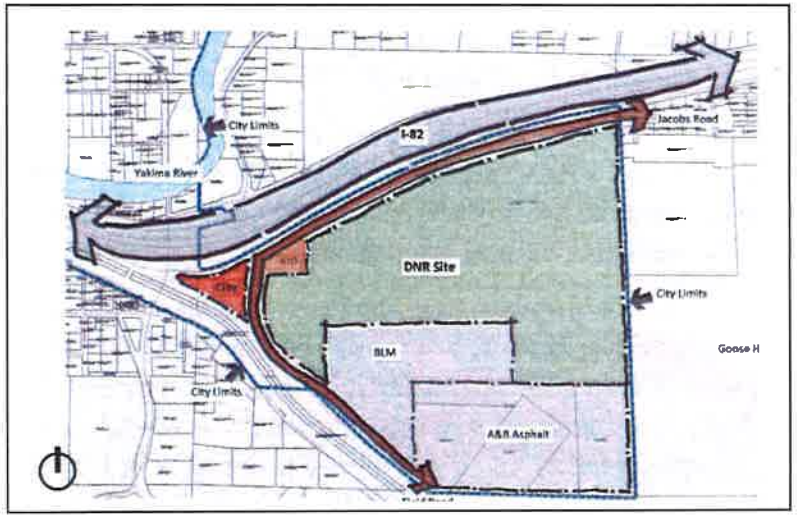


Fig 2: Site and vicinity map

THE CITY'S PERSPECTIVE AND VISION

The City intends to promote planned growth in this area. The City recognizes that this area has good development potential in terms of its strategic location and proximity to I-82, Red Mountain AVA and downtown Benton City. According to the City, the locational advantage of this area within 20 minutes of driving distance from the Tri-Cities metro offers a great development potential. The City will need to offer land and amenities at a competitive rate in order to attract residents and businesses from nearby locations.

Some uses have been identified by the City as preferred uses for this area, such as residential, industrial, wineries and retail commercial. The City recognizes that uses in this area should not compete with downtown's main-street retail character and should serve at a different capacity to support this area's commercial need and character.

The Benton City Comprehensive Plan 2010 land use designation indicates a predominant light industrial use with limited commercial land use in the northwest corner of the area. The City recognizes that the area's future land use pattern will need to be updated to implement its vision for this area. The Comprehensive Plan identifies three areas for future developments:

1. Kiona Interchange and vicinity
2. Port of Benton Industrial Park and vicinity
3. North SR 225 and vicinity

The subject area, the Kiona Interchange and vicinity has been indicated as follows:

> *Commercial and industrial development will be influenced by proximity to I-82. Utilities are proposed for extension to serve future development in a two-phased timeline, which will also benefit the existing single-family neighborhood in the vicinity.*

The following goals, policies and strategies in the City's 2010 Comprehensive Plan offer guidelines for development of this area:

Land Use Goals and Policies

Strategy 3 (Goal 2, Policy 2): Consider enhancing the community entrances to support a positive feeling on entering the community.

Policy 4 (Goal 2): Ensure adequate buffering between land use types.

Policy 2 (Goal 4): Plan for adequate commercial and industrial lands to provide for the establishment of an adequate tax base for required city services and facilities.

Economic Development Goals and Policies

Policy 1 (Goal 1): Support the efforts of local economic development organizations in their promotional activities to attract new industries to the area.

Policy 3 (Goal 1): Limit non-industrial uses in industrial districts to those uses that complement or support industrial development.

The current ownership by DNR poses the biggest challenge for the City to develop this area since the land is not readily available to private parties for development. The City intends to find a mechanism to transfer the ownership from DNR to private developers. The City has requested the Port of Kennewick to be involved in a potential land exchange with DNR. Potential transferrable land per the City's suggestion is the Port-owned island at Plymouth. If the land ownership is transferred from DNR to the Port, the City will work with the Port to create a public-private partnership with private developers for future development.

THE PORT OF KENNEWICK'S GENERAL OBJECTIVES

One of the key objectives of the Port is to create jobs and revitalize communities within its districts. The Port's district boundary expands to the cities of West Richland, Richland, Kennewick, Benton City, and Benton County. The Port's leadership is "making tough decisions regarding current and future use of the district's resources" and their allocation. The Port's staff works with all economic development partners within the Port district. Currently the Port's projects are expanded or planned in several areas including Clover Island, Columbia Drive and Vista Field all in Kennewick; Badger Mountain South and the Spaulding Business Park in Richland; and industrial sites in West Richland, Finley and Benton County.

The development of the subject site is not included in the Port's listing of current and on-going projects. The Port's decision to be involved in projects is generally based on the following factors but is not limited to:

- Whether the project would have opportunities to create jobs.
- Whether the project could offer short term and long term return of investments.
- Whether the project is a significant one to become a priority project compared with other on-going projects.
- Whether the Port's resource allocation deems feasible to support this, and
- Whether the Port's revenue generated from the jurisdiction would be in question.

An in-depth analysis below will provide information for development potential for the City and investment potential for the Port.

MAJOR ISSUES AND ANALYSES

Land use

The City's Comprehensive Plan land use designation or this area is predominantly Manufacturing/Light Industrial. A portion of the area located on the northwest side at the Field Road and Jacobs Road intersection is designated commercial. The zoning designation is consistent with the land use with C-1 (Commercial) designation for the commercial portion and I-L (Light Industrial) for the remaining site.

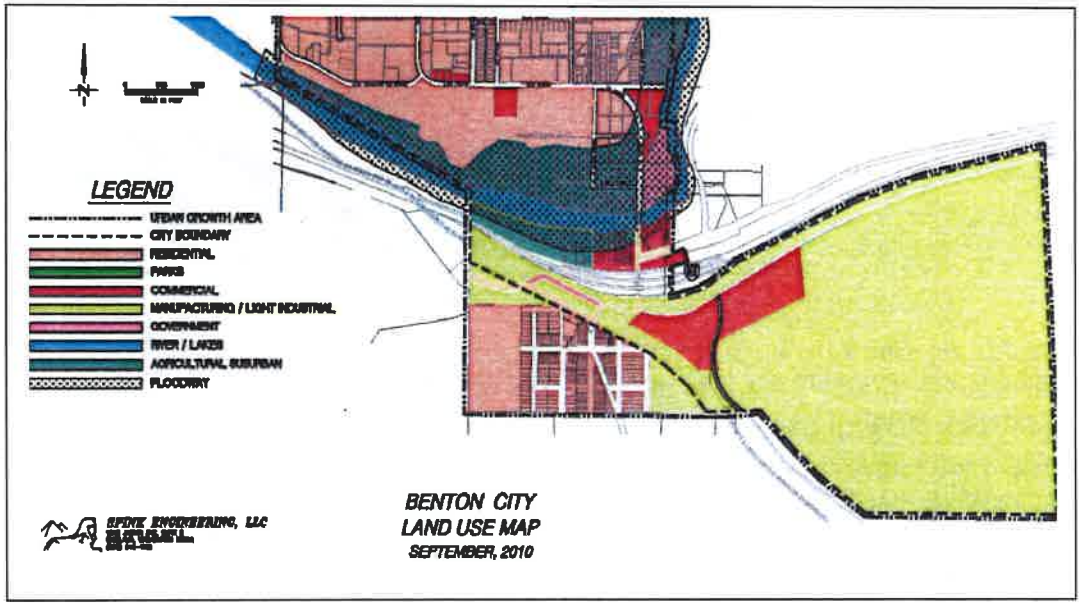


Fig 3: Benton City Comprehensive Land Use Map

Most of the property is currently vacant. A gravel mining operation of approximately 80 acres is located on the southern border outside the site. This is operated by A & B Asphalt. Sand, gravel and concrete from this operation is supplied to the local market in Tri-Cities.

The current land use designation mostly consisting of Light Industrial is not consistent with the City's vision. The Light Industrial land use is compatible near the gravel mining operation. However, the entire area may be inappropriate for industrial use because of its topography, soil condition, views and other potential impacts. Also there should be appropriate land use transition between industrial uses, such as existing gravel mining, and other non-industrial use.

Physical Features, Location and Surroundings

The site is part of the Goose Hill area with higher elevations on the east side. The topography within the site ranges from 500 feet at the bottom of the hill on the western edge to approximately 960 feet at the eastern edge. Goose Hill tops at about 1300 feet which is outside the subject property and the City limits. The steeper, sloped area is located on the southern side of the hill. The area contains shrub-steppe habitat with some sagebrush vegetation. A cultural resource study performed in June 2004 indicates that the area does not contain any cultural resources (Exhibit G).

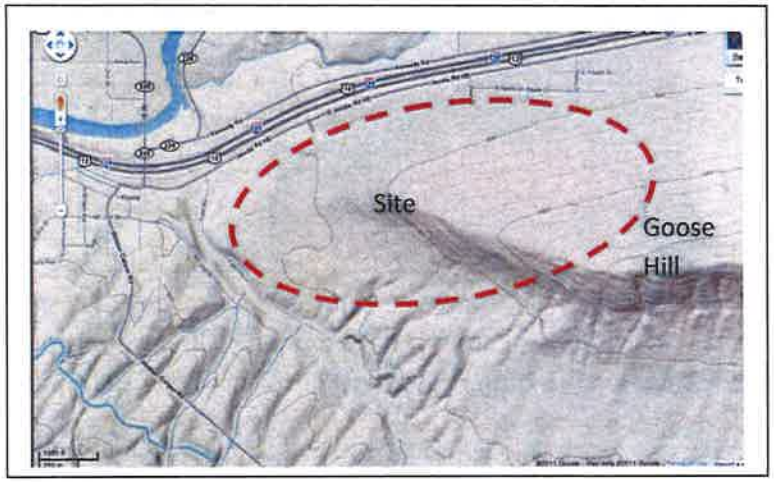


Fig 4: Existing terrain map
(Source: Google map)

The site has easy access to Interstate-82 and State Routes 224 and 225. The Tri-Cities metro is within 20 minutes of driving distance on Interstate-82, a regional hub of shopping, jobs and housing. State route 224 leads to major wineries in the Red Mountain AVA such as Terra Blanca and Kiona. The site currently does not have any paved roads. Traces of dirt roads and trails are found on the site. A & B Asphalt is accessed from the south side of the property on Field Road.

The site offers views of the Red Mountain from the northern slope. The hilltop and western slope offers views of Benton City, Interstate-82 and Horse Heaven Hills. The gravel mining operation to the south is viewed from the southern slope with Horse Heaven Hills in the background. However, due to the elevation differences, this view is partially obscured from the top elevations of the southerly slope.

Strength:
View of the Red Mountain.

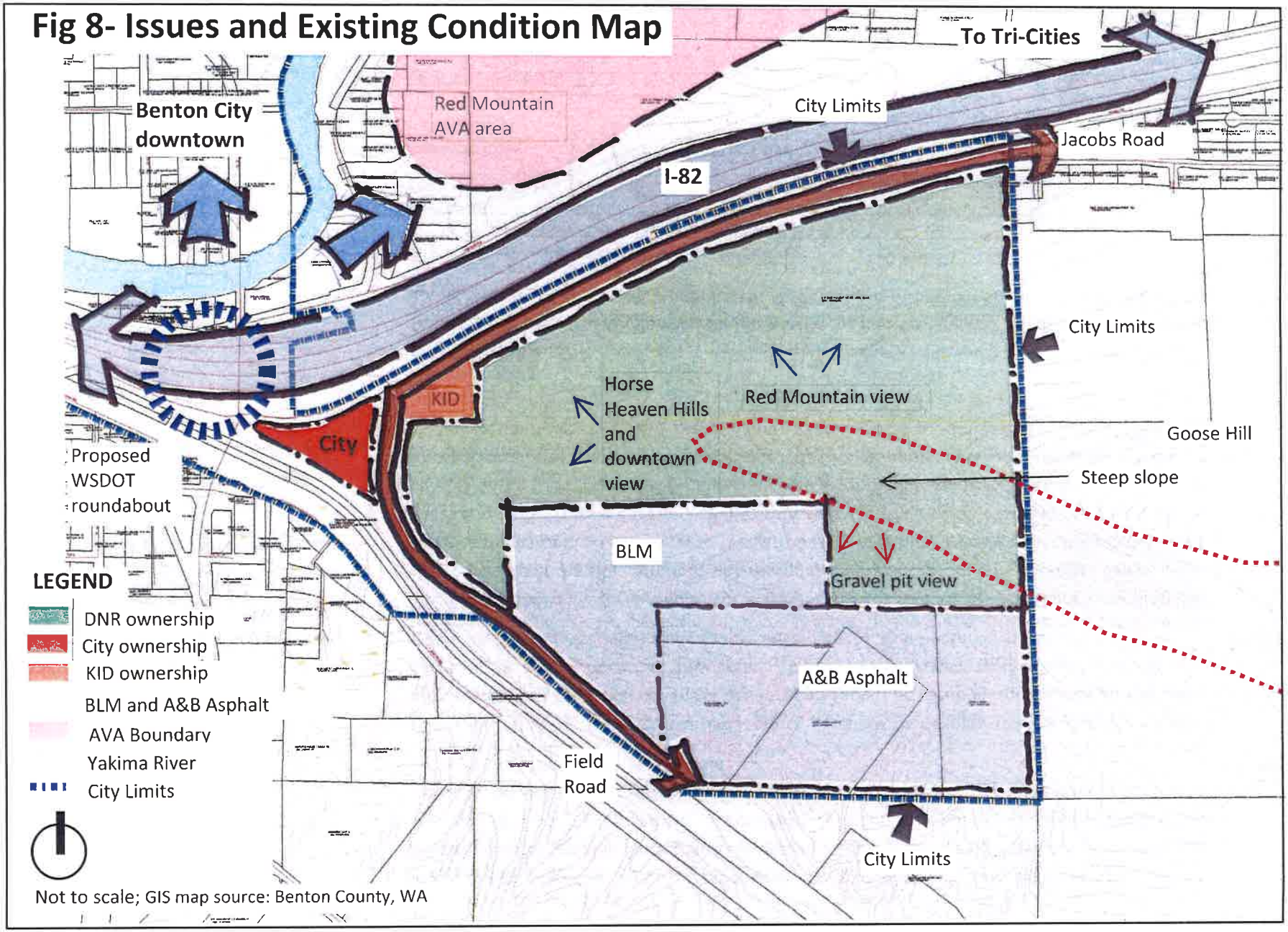
Challenge:
View of the gravel operation

Fig 5: View of the Red Mountain area from the west side.

Fig 6: View of the Red Mountain area from the northern slope.

Fig 7: View of the Horse Heaven Hills and the gravel pit to the south and I-82 to the west.

Fig 8- Issues and Existing Condition Map



The proximity to the Tri-Cities area poses both advantages and disadvantages for the development of this site. Since the site is easy to access, it has the potential to attract investors from the surrounding job and housing markets. In order to do so, the land and developed lots need to be priced appropriately, with adequate infrastructure and amenities available to compete with the surrounding market.

The area's visibility from Interstate-82 offers potential to develop this location as a major gateway to the City. Development in this location should be carefully coordinated to exemplify the identity and character of this area. The area's proximity to the Red Mountain AVA (Appendix E) offers an opportunity to take advantage of wine related businesses.

Strength:
Proximity to Tri-Cities and Red Mountain AVA

Gateway Location.

The biggest challenge for development is the location of the gravel and mining operations on the south side of the site. Although not viewed from the entire site, this operation can produce significant environmental impacts to the surrounding area such as dust generation, batch plant gases and motor vehicle emissions, noise and visual impacts *(source: Environmental Assessment OR-135-05-EA-013)*. These will be disruptive and incompatible for certain types of uses such as housing, retail and wine related businesses. Industrial developments are more compatible near this operation. However, any development nearby needs to address appropriate mitigation measures.

Challenge:
Impacts from the gravel operation

Demography

According to the 2010 US Census, the population of Benton City was 3,038 in 2010. This is a 15.8% increase from the 2000 population. A comparison of population change with respect to Benton County is shown below:

Table 1: Population Change in Adjacent Cities

Cities and County	*Population 2000*	*Population 2010*	*Population change %*
Benton City	2624	3,038	15.8

Prosser	4838	5714	18.1
West Richland	8385	11811	40.9
Benton County	142,475	175,177	23

The growth rate in Benton City is relatively slower than its' adjacent cities and the county's growth. The Benton County Comprehensive Plan established the expected population growth for Benton City based on a 2% annual growth rate as shown in Table 2:

Table 2: Population Projection for Benton City

	2015	2020	2025
Population	3,609	4,204	4,502

Strength:
Small town grants and State assistance.

Challenge:
Low population growth and less revenue.

Existing growth in the metro area.

The low population poses a challenge for the City in terms of revenue and grant availability for development. For example, the Transportation Partnership Program (TPP) allocate funds to local governments (population of 5,000 or over) for street improvement projects, multi-agency projects, and arterial improvement projects provided there is local matching fund. The City won't qualify for these types of grant. However, there are small communities grant that the City could qualify for, such as City Hardship Assistance Program (CHAP). This program provides funding to offset extraordinary costs associated with the transfer of state highways to cities with population under 20,000.

Developments in the Metro Area

Current growth rate in the Tri-Cities (Kennewick, Pasco, and Richland) including West Richland, is one of the highest in the State. Major long-term residential and commercial developments will take place in the Southridge Sub-Area in Kennewick, the Badger Mountain South Master Plan Area in South Richland, West Pasco and West Richland. Pasco is one of the fastest growing cities in the State with more affordable housing price than other jurisdictions. The Badger Mountain South Master Plan Area is planned to be a walkable community which will include a wine-

incubator and many local recreational amenities. Therefore, development in the subject location will need to identify its specific niche in order to compete with the surrounding areas.

Ownership status

The site is currently under the Washington State DNR ownership. In the past, DNR worked with the City to develop this site as vineyard. However, agricultural uses are not allowed within City limits under the Washington State Growth Management Act and DNR abandoned the plan.

The City owns a five-acre parcel west of Field Road. KID owns approximately 4 acres of land next to the City's property east of Field Road. According to KID staff, KID is open to evaluate selling this property at market value for commercial purposes. The City's parcel has received interest from private developers for a variety of uses including convenience stores, gas stations, health facilities and other retail type facilities. The Bureau of Land Management (BLM) also owns land adjacent to the A&B Asphalt's gravel operations. BLM owns about 72 acres on the south side of the subject site. BLM is planning to build a larger gravel pit on its property. This is expected to be operated by A&B Asphalt. The duration of this operation is planned for 30 yr. After which this site will be reclaimed as a pond with recreational features. The plan calls for buffers and measures to reduce impacts on the surrounding areas.

Strength:
City and KID ownership.

Challenge:
BLM's gravel pit expansion.

This subject property is categorized as DNR's trust land. The State uses income from DNR trust lands to mainly build schools, universities and other state institutions. According to DNR, trust land also provides important habitat for fish and wildlife, recreation, and educational opportunities for the public.

DNR strives to improve return from state trust lands; however, not all trust lands are best suited for income generation. Some lands have important social or ecological values that are desirable for protection for public use and benefits (DNR Trust Land Transfer Program, 2006).

Transfer of DNR's trust land also depends on the profitability and DNR's ability to generate revenue to support its programs. Transfer is direct for public entities. For private parties land is transferred via auction. If approved by DNR, public entities can pay the appraised value and

transaction costs in order to directly transfer property without public auction. For private party transfer, public auctions must take place. An appraised price sets the minimum bid for auction. Parcel sizes are limited to 160 acres for private party transfers.

Once transferred, DNR removes those lands from trust land status. DNR also transfers properties within the department from the Natural Area Program to State Parks or Washington State Fish and Wildlife, or to local governments for recreation and open space (DNR Trust Land Transfer Program, 2006).

Two major challenges are evident regarding the ownership. First, ownership by DNR makes the land not readily available or easily purchasable for private developments. Second, the BLM's gravel operation plan will increase the negative impact the site already experiences from the current asphalt operation.

Strength:
Potential to partner with DNR or other entities.

Challenge:
DNR and BLM ownerships.

DNR land exchange process.

Limited Port budget.

Major opportunities in terms of ownership are the City owned five acre parcel, KID owned four acre parcel and a potential partnership with DNR. According to Mark Bohnet, DNR District Manager at Pasco, DNR is willing to develop this property but prefers long term leasing to selling. The City's partnership with DNR can aim to leverage development in partnership with DNR. DNR staff has prepared a conceptual plat map for this area (Appendix B). The City and DNR can further explore these and other subdivision options for future land transfer or lease.

Another option the City intends to explore is partnering with the Port of Kennewick to purchase this property from DNR and make it available for private development. While this may be a viable option for the City, the Port's budget may limit this option. The City has suggested the Port exchange Port-owned land at Plymouth with the subject site. DNR staff has mentioned that land exchange between the subject commercial site and resource land (in Plymouth) may not be favorable since it will limit DNR's sources of revenue for trust land. However, these decisions are made by DNR's Land Commissioners at public meetings once an application for such transaction is received.

Infrastructure

Water and sewer connections are available at Jacobs and Field Roads intersection. The City spent approximately $800,000 for sewer and water expansion at the intersection of Jacobs and Field Road. Although additional road and infrastructure extensions will be required for future developments in this area, existing utility locations offer the benefit of infrastructure expansion at a minimal cost. But the topography poses a challenge for road extension as well as serving areas with water and sewer at a higher elevation. The topography within the site ranges from 500 ft at the bottom of the hill at the western edge to approximately 960 ft at the eastern edge. Currently the city has two pressure zones, pressure zone no. 1 serves customers between elevations 455 to 570 feet, pressure zone no. 2 serves customers between elevations 550 to 650 feet through a booster pump station. Elevations higher than this will need additional measures to supply water. The City currently has 1,122 acre-feet permitted annual maximum withdrawal from all water sources combined. Any high-intensity use would need to address the additional need for water and sewer. Additionally, grading will make road construction and development more expensive at areas with higher elevations and steeper slopes.

Strength:

Utility bordering the site.

Potential of water allocation by DNR.

WSDOT roundabout.

Challenge:

Topography.

Water and sewer service elevation.

The potential exists to serve this area with KID's irrigation water. However, appropriate irrigation (e.g. drip irrigation) need to be in place that does not affect the sub-strata of the soil. Based on a discussion with Mark Bohnet, DNR District Manager, if DNR develops this site, they may be able to reallocate water for irrigation purposes in this area upon review.

Adequate infrastructure capacity will depend on the types of land use. For example, a winery needs specific treatment of wastewater and requires water and wastewater services at a higher capacity. On the other hand, tasting rooms and retail uses may not have such a high demand.

The Washington State Department of Transportation plans to improve access to the City and the Red Mountain AVA. Transportation improvements include adding a roundabout at the current interchange in Phase 1. Phase 2 improvement proposes to add a new interchange and connection to SR 224 east of Benton City.

Benton PUD has completed the backbone fiber network running from Tri-Cities to Prosser. The Benton PUD fiber network is connected to NoaNet (a statewide high-speed network). Laterals have been expanded to Benton City and additional lateral expansion to this site can be provided by Benton PUD on a case by case review, in most cases at no cost to business customers.

Economic Development Aspects

In 2009, the City and the Economic Development Council (BCEDC) commissioned consultants to prepare an Economic Development Strategic Plan. This Strategic Plan identifies core investment strategies for the City and identifies the subject site as one of the opportunity locations. The action framework for this strategy suggests preparing a Master Plan for this area. The study identifies this area suitable for wine supporting industries. The City owned five-acre parcel can be a catalyst for development in this area.

According to the Strategic Plan, Benton City has potential to capture its own retail market as well as attract the Benton-Franklin counties market. It indicates:

- *Sales leakage estimated at $15 million annually is occurring within Benton City. This represents retail demand generated by in-City residents that is being spent elsewhere – as local residents travel outside of town for a substantial portion of local retail purchases. With over $7 million in retail sales, Benton City is capturing only 33% of local resident generate demand and only .3% of the region-wide demand. However, demand generated by in-city residents comprises only about 1% of the consumer generated retail demand for the two-county metro area.*
- *Nearly all store types in Benton City are experiencing sales leakage, except gasoline stations.*
- *If existing sales leakage (from local residents) were to be fully recaptured, up to 38,000 square feet of retail building space would be supported in Benton City. Based on population projection to 2013, another 3,000 square feet could be supported over a five year projection period (Economic Development Strategic Plan, June 2000).*

Strength:

Potential market to recapture.

Demand for retail.

Potential for a Master Planned area.

Challenge:

Staying competitive in the regional market.

Funding availability.

The following table is a summary from this study. It compares sales leakage between the City and Bento-Franklin Counties.

Table 3: Retail Supply and Demand

Jurisdiction	Demand (Retail potential) $	Supply (Retail Sales) $	Leakage (Demand-Supply) $	Leakage % of Demand
Benton City	22,532,647	7,405,432	15,127,215	67%
Benton-Franklin Counties	2,231,299,905	2,262,246,201	-30,946,296	-1%

The negative 1% leakage means the retailers are attracting clientele from outside the bi-county metro area.

Strength:

Growth of visitors and tourism industry.

Red Mountain AVA.

Challenge:

Timeframe of implementation of the AVA master plan.

The Strategic Plan also identifies that "direct visitor spending in the Benton-Franklin region has grown over $120 million over the past seven years, going from just over $231 million in 2000 to $351.7 million in 2007 (an increase of 52%, compared to 41% for the State as a whole). Regional visitor spending gains between 2006 and 2007 were the largest by volume and percent of any year to date."

The Benton County Office of Sustainable Development conducted the preparation of Red Mountain AVA Master Site Plan. This Master Plan presents a vision for a "viticulture park," and guides the present and future qualities of Red Mountain AVA. This will create a wine village with tourism attraction. The wine village is planned to serve residents within and outside the Red Mountain area. The conceptual program identifies future need for retail, arts and crafts and neighborhood services in this area, including an interpretive center. This will generate demand for traffic and infrastructure services. WSDOT has proposed a roundabout at Kiona intersection and an additional interchange for direct access to the AVA. Recently, WSDOT has been able to secure $578,000 for these two improvements. This initial funding is allocated to purchase

properties needed for the roundabout at the intersection of Highways 224 and 225. The estimated design and construction cost is $4.5 million. Although the state doesn't yet have funding for that, the initial funding establishes a path towards realizing WSDOT's plan.

STRENGTHS, WEAKNESS, OPPORTUNITIES AND THREATS

Key Strengths

Analyses of existing studies summarize the following strengths for the development of this study:

- Location. The site is located near the freeway and offers easy access to and from the Tri-Cities metro area. Proximity to Red Mountain AVA offers potential demand for wine and tourism related businesses.
- Gateway. The site can provide a significant feeling of welcome and provide an entrance from the highway to the City.
- Access. The roundabout planned by WSDOT at the I-82 interchange and initial funding to purchase property for the roundabout at the intersection of highways 224 and 225. This will offer easy access to and from the City and Red Mountain AVA and will open up the subject site for economic growth.
- Fiber Connection. Benton PUD has expanded lateral fiber connections to Benton City. Any additional lateral connection in this subject site can be extended by Benton PUD. Live lateral will enable business parks, schools and other institutions that depend on fiber communication, irrespective of location.
- View. The site offers scenic view of the Red Mountain area, Horse Heaven Hills and Benton City that offers tourism attraction.
- Infrastructure. Infrastructure is available at close proximity near the Jacobs and Field Road intersection.

Key Challenges

- Existing and future gravel mining operations. Presently this poses the greatest challenge for development of this site to implement the City's vision. The City's preferred uses of wineries and residential developments are not compatible with mining operations. However, the City's other preferred use, industrial development, can act as an appropriate buffer between the mining operation and wine-related uses.
- Topography. Topography poses a challenge for road extension, as well as serving the area with water and sewer at higher elevations. This will make construction more expensive.
- Lack of infrastructure. Although utility lines are located nearby, the site needs entirely new infrastructure, such as road, water and sewer systems.
- Competing market. Currently, there is a continued housing supply in the Tri-Cities metro. The Badger Mountain South development plan in Richland plans to offer a walkable community. After this is developed, there may not be enough demand of similar wine-incubator type facilities for a short-term period.
- Limited investment potential by the Port. A wine incubator has been proposed by the Port in the Badger Mountain South area. The Port has a list of on-going projects where funding will be required which will restrict the Port's ability to invest in this area. Additionally, the Port's investment may be restricted for residential developments unless they are combined with mixed-use retail developments.

Key Opportunities

- Ownership. Partnering with entities such as DNR and KID.
- Land use planning. A master plan, capital facilities plan and a SEPA analysis for this area would identify detailed long term and short term development options for this area. An environmental analysis at the planning phase could reduce permit processing for development proposals.

- The City lacks adequate industrial land according to the City's Comprehensive Plan land use inventory. Several private business owners have expressed interest to locate in this area. This interest can be channeled through a public-private partnership to purchase land from DNR and develop a business park close to the existing industrial uses.
- The existing City and KID parcels can serve as catalysts for development.
- The City lacks quality lodging facilities. The Red Mountain AVA's wine and tourism activities will require more lodging facilities nearby.

ALTERNATIVES AND RECOMMENDATIONS

ANALYSIS OF ALTERNATIVES

Based on the analysis of issues and existing conditions in the previous section, this section evaluates land use and ownership/partnership options for development. This section also discusses development potential for the City and investment potential for the Port.

Ownership Options

As mentioned in the previous section, ownership poses a major challenge for developing this area due to the current DNR ownership and its associated regulations regarding land development. In this section, several partnership and ownership options have been analyzed. These are:

1. Partnership between the City and the Port of Kennewick
2. Direct partnership between the City and DNR
3. The City's purchase of a portion of DNR land, and
4. A combination of DNR lease, the City's purchase, and private land transfer

1. Partnership between the City and the Port of Kennewick

Regarding partnership between the City and the Port, the City proposes that the Port participate in a land exchange process with DNR. The proposal is to exchange the Port owned natural resource land at Plymouth with the subject site. This option has several factors to consider.

First, according to DNR staff, an exchange between commercial land and resource land will limit DNR's potential revenue source. DNR generates revenue from its commercial, agricultural and other lands to support the school trust fund. This exchange may not have an equal appraised value for lands proposed for transfer. Due to the possibility of limited revenue, this option has less likelihood of being approved by DNR's Board of Natural Resources (*Discussion with Mark Bohnet, DNR District Manager, on March 24, 2011*). An example is the DNR land exchange with

the City of Pasco. In this case, DNR is exchanging 300 acres near Road 68 for an equal value of the City of Pasco's 14 farm circles east of Highway 395 near Foster Wells Road. These farm circles are then leased back to the City of Pasco to continue use as process water reuse facility. DNR's preference for leasing land to generate revenue for the trust fund has been maintained in this land transfer (*source: Pasco City Council meeting packet, dated January 19, 2010*).

Second, the Port's current fiscal capacity and its criteria for investment decisions are less likely to make this land exchange feasible for the Port's budget. Due to the nature of the exchange proposed between commercial and natural resource land, there is likelihood that the Plymouth property won't be appraised at an equal value to the commercial subject site. This may require additional financing from the Port and the City. Additionally, the exchange process will incur additional administrative cost. Once exchanged, the site will need investment for infrastructure, an estimated amount of over $1 million, as discussed under the cost analysis sub-section. Although the Port and the City can partner to obtain funding for infrastructure improvement if the exchange is approved, it will involve additional financing from the Port which may not be feasible for the Port's budget.

Third, the Port's investment decisions are based on a project's potential for creating jobs, short term and long term return on investments, and the amount of revenue generated from a jurisdiction. Also, the Port has been prioritizing projects where the development scope is specifically identified. Based on the Benton County Assessor's data, tax revenue generated from the City in 2010 is approximately $2000, a 0.06% of the Port's total budget. This makes the Port's major investment efforts and resource allocation for this project difficult to support when compared with the rest of its tax base.

Finally, a land exchange process with DNR is time-consuming and requires extensive administrative efforts. Therefore, it would be beneficial for the City to involve limited number of entities in terms of land ownership in order to avoid additional processes. Instead of being engaged in multi-level efforts with the Port and DNR for ownership transfer, the City should look into direct partnership and land transfer opportunities with DNR. Partnership with the Port of

Kennewick can be explored in other support areas such as administrative and logistical. Once the development options are clearly identified in the area, the City and the Port can partner on catalytic projects for later phases which will have greater impact on future developments.

As an alternative, since a land exchange between DNR and the Port of Kennewick is not beneficial for both entities, the City can explore partnering opportunities with the Port of Benton if a district boundary overlap is agreed upon by both the Port districts.

2. Direct partnership between the City and DNR

DNR sold five acres of the original parcel to the City in 2005. In terms of overall land sale in Washington State, DNR has already sold adequate properties to private parties. Currently, the Department is looking to acquire more land to sustain its trust fund. However, DNR is not in a position to invest on infrastructure development of the land. From DNR staff's perspective, the merit of selling any additional land from the subject property in the immediate future is low. However, such decision is evaluated once DNR receives a written request. The final approval authority lies with DNR's Board of Natural Resources (*Discussion with Mark Bohnet, DNR District Manager on May, 24, 2011).*

Due also to the current economic downturn, DNR is not selling any additional property. The concern is that the sale may not get DNR adequate value for the land. Currently, DNR is mostly interested in private party ground leases that do not include residential leasing. It can evaluate selling land to public entities once such a request is submitted, but selling is less preferred at present until the market changes *(Discussion with Rod Rennie, DNR Commercial Property Manager, Olympia on May, 24, 2011).*

Since the sale of land decisions are made at the Department's Board of Natural Resources, the City can still pursue DNR for evaluation. However, due to budgetary and financing limitations on the City's part, and DNR being less agreeable to sell at the current market rate, the City can explore other partnership options with DNR.

Such a partnership can be based on cost and profit sharing. The City can be the lead in securing financing for infrastructure and improving the land under DNR ownership. Both agencies then can share revenue from the improved land once it is sold or leased. Although such a partnership option has not been explored with other DNR properties before, this will offer DNR revenue from land that is currently unused, and will also benefit the City with long term tax revenue generation.

Although this option seems beneficial for both agencies, DNR's investment principle doesn't include land development for speculation. In that regard, the major infrastructure cost might have to be carried out by the City through LIDs, grants, bonds or other mechanisms. It won't be cost effective for the City to develop infrastructure for DNR without any partnering or cost-sharing agreement. Additionally, DNR staff is unsure about statutory limitations on such partnership *(Discussion with Rod Rennie, DNR Commercial Property Manager, Olympia on May, 24, 2011)*. Therefore, a detailed review of statutory limitations is very important by both parties before committing to such a partnership.

3. The City's purchase of a portion of DNR Land

Provided funding is available, the City may pursue to purchase the northern part and most of the buildable, but unimproved land (Phases 2 and 3) from DNR and provide infrastructure. The improved land then can be sold at a higher price to private developers to recuperate the City's infrastructure cost over time and to generate tax revenue in the long run. With this option, the City should provide infrastructure at strategic locations where the return can be maximized. Investment without potential private party buyers has the risk of speculative development and not recuperating the City's investment for infrastructure cost. On the other hand, availability of infrastructure will make the site more attractive for potential buyers.

4. A combination of DNR lease, the City's purchase, and private land transfer

With this option, the City could pursue options 2 and 3 in combination with private party leases or land transfers. The City can limit properties to be purchased from DNR, develop

infrastructure on a larger area with a profit-sharing agreement with DNR, and work with interested private parties for private property sale or transfer. The City believes that there is more interest from private parties in buying land than ground leasing. In such case, the City can work with DNR to purchase land in phases depending on funding availability, and make it available for private sector development. A combination of development on purchased land and leased land (if there is enough interest) may be a feasible option for DNR in terms of generating revenue and for the City to limit their funding for specific areas.

Land Use Options

Buildable Area

Based on the existing condition analysis, the southern part of the site is unsuitable for commercial developments. This is mostly due to the ongoing and future gravel operation abutting the south side of the subject area, existence of steep slopes on the southern slope of the Goose Hill, and higher construction cost on steep-sloped property. Development is more suitable on the north side of the property abutting Jacobs Road, and at the intersection of Jacobs Road and Field Road where the City already owns five acres of land. Land use most suitable in the buildable portion is commercial and light industrial. Some residential development may be appropriate on the north-east side as part of longer term development.

Transitional Land Use

Due to the impact and intensity of the gravel operation to the south, some transitional land use is appropriate between the existing and proposed gravel use and proposed commercial use to the north. Light Industrial uses would be appropriate to meet this purpose along the southern boundary of the property.

Protection of Significant Areas

The hilltop area of Goose Hill offers significant views of the Red Mountain and Horse Heaven Hills. This view can be protected and used as an important tourism attraction for the area. This hilltop and steep-sloped area should be protected and developed as a public park with viewpoints and trails. The City can place park amenities and active recreational facilities on the south side, at the bottom of the hill. In a longer term, this park facility could be expanded with the gravel pit turned into a public recreational amenity after the life of this operation.

Infrastructure Improvement

The northern part of the site can be developed with basic infrastructure at the initial phase. Infrastructure improvements include roads, water, sewer, storm drainage, and cable connections. Private developments should extend infrastructure during the site development phase as a typically practiced exaction method. The road layout is based on DNR's proposed conceptual platting in order to be consistent with DNR's vision. Future road layout is shown in Fig 11.

Phasing of Development

The phasing of development takes into account proximity to existing infrastructure and costs of development. Areas that are closer to existing infrastructure will be more cost-effective for initial development. Areas where development interest has been expressed should also be given priority. It is important to focus on a limited area for initial development and let the remaining area be developed later and be built upon the success of the initial phases. The City-owned parcel, although outside the subject site boundary, will be phase one for this site. This will serve as a catalyst for future development. The City is already negotiating with several retail businesses to be locating here. Success of Phase One will create demand for Phase Two development and make it economically feasible. Phase 2 also includes a 14-acre portion on the west edge of the property which could be developed in Phase 3 if the impact from the future

gravel pit seems too high. However, if the City and interested business owners can work with DNR to locate light industrial business in this site, this could be developed in Phase 2.

Major infrastructure improvement will take place in Phase 2 involving development of approximately 65 acres of land. Due to the huge expense for development, this phase can be further broken into sub-phases. Finally, the areas near the gravel operation should be left for later phases until the market creates demand and the life of the gravel operation comes to an end.

Cost Analysis

An estimated cost of land per acre is developed for the subject site based on average valuation of land in the surrounding area. Based on Benton County's assessor's data, an average of price of the subject area and vicinity (DNR property, City owned parcel, KID owned parcel and the gravel operation site to the south) is calculated at approximately $6000 per acre. With this assumption, the cost for approximately 65 acres in Phase 2 (Fig 10) is estimated about $390,000 (65X$6000).

DNR prepared a conceptual plat map in January 2009 (Appendix B) with major internal road layouts. The City Engineer of Benton City estimated the cost of development of infrastructure based on this layout (dated May 23, 2011). For planning and budgeting, the cost for future curb and gutter with 30 foot wide road along with sewer, water, storm drainage, street lights, and engineering and surveying, is estimated at $300 per linear foot. For the DNR conceptual plan in Appendix B and the proposed new road in the circulation map in Fig 11, the cost of about 3,695 feet is $1,100,000 (3695x$300).

Based on this data, total cost for land and basic infrastructure improvement is estimated at about $1.5 million ($390,000 + $1,100,000 = $1,490,000). The City's 2010 Comprehensive Plan identifies future funding as shown in Table 4.

Table 4: Infrastructure Financing from Benton City Comprehensive Plan 2010

Infrastructure type	Project cost in $
Transportation	
Total Project Cost 2006-2025	2,091,000
No Funding Source Identified Projects Total	966,000
Water - 2006-2025[1]	2,630,000
Sewer - 2006-2025[2]	1,222,000
Total (funded and un-funded) infrastructure improvement cost	6,909,000

Notes:

1. Includes allocation of $350,000 for I-82 business park water tank.
2. Includes allocation of $750,000 for I-82 Commercial/Industrial development Phase I.

Based on the Comprehensive Plan, the City already has planned allocation for water and sewer in this area for the next 15 years. Additional funding sources will need to be identified for additional infrastructure improvements. However, investment needs to be targeted for an earlier timeframe for developments to begin.

Once an investment decision is made, the City should analyze the return on investment over time based on tax revenue generated from new developments. This will calculate the tax revenue generated from commercial and industrial land at fair market value and projected levy rate. The City's current levy rate is 1.295.

The City's 2010 estimated revenue from general property tax is $71,500 and total revenue from various taxes and fees is $637,967.83. An assumption of an improved property value for the subject 65 acres at $20,000 per acre will generate $1,300,000 ($20,000x65) from land sale. Additionally, a 1.295 levy rate will generate annual property tax revenue of $3367. However,

this is assumed without any development on the site. Once developed, the revenue will be based on fair market value and will be higher with additional improvement on the site.

Table 5: Infrastructure Cost and Anticipated Revenue in a 10-yr Timeframe

Cost ($)	
Land purchase cost (@ $6,000 per acre)	390,000
Basic infrastructure improvement cost	1,100,000
Total cost	**1, 490,000**
Revenue ($)	
Improved land sale (@ $20,000[1] per acre) for 65 acres	1,300,000
Tax revenue (@1.295 levy rate) for 65 acres for 10 years ($65X20,000x2x.001295x10)[2]	33,670
Total revenue	**1,333,670**
Total retail sale and use tax required to break even (1, 490,000 –1,333,670)	156,330
Retail sale and use tax required annually to break even in a 10 yr timeframe	**15,633**

Notes:

1. Estimate improvement value does not include the development on the property.
2. Considering improvement value twice of the improved land value

This table analyzes data in a simple form only to get a preliminary idea of the development potential in this area. A detailed analysis should be done in order to obtain more accurate estimates.

Estimate in this table is based on improvements analyzed in Phase 2 only, with the assumption that infrastructure cost at other phases will be less and will depend on Phase 2 improvements. General assumption in this analysis doesn't consider other revenue and expenditure sources. For example, the periodic infrastructure maintenance cost is not taken into account. The revenue doesn't consider revenue from business and utility taxes. Since retail sales tax is a major revenue source for the City, therefore, this has been taken into account. The 2010 budget estimates revenue from retail sales tax at $270,780. Therefore, average required annual retail sales tax revenue of $15,633 (Table 5) from the subject area would be about 5% of the City's total annual retail sales tax revenue. Additionally, the analysis has taken a conservative approach of land improvement twice of the improved land value. In most of the vicinity areas, land improvement has been 2.5 or 3 times of the land value. Therefore, there is a potential of higher tax revenue than $33,670 (Table 5).

Fig 9 - Land Use Concept Map

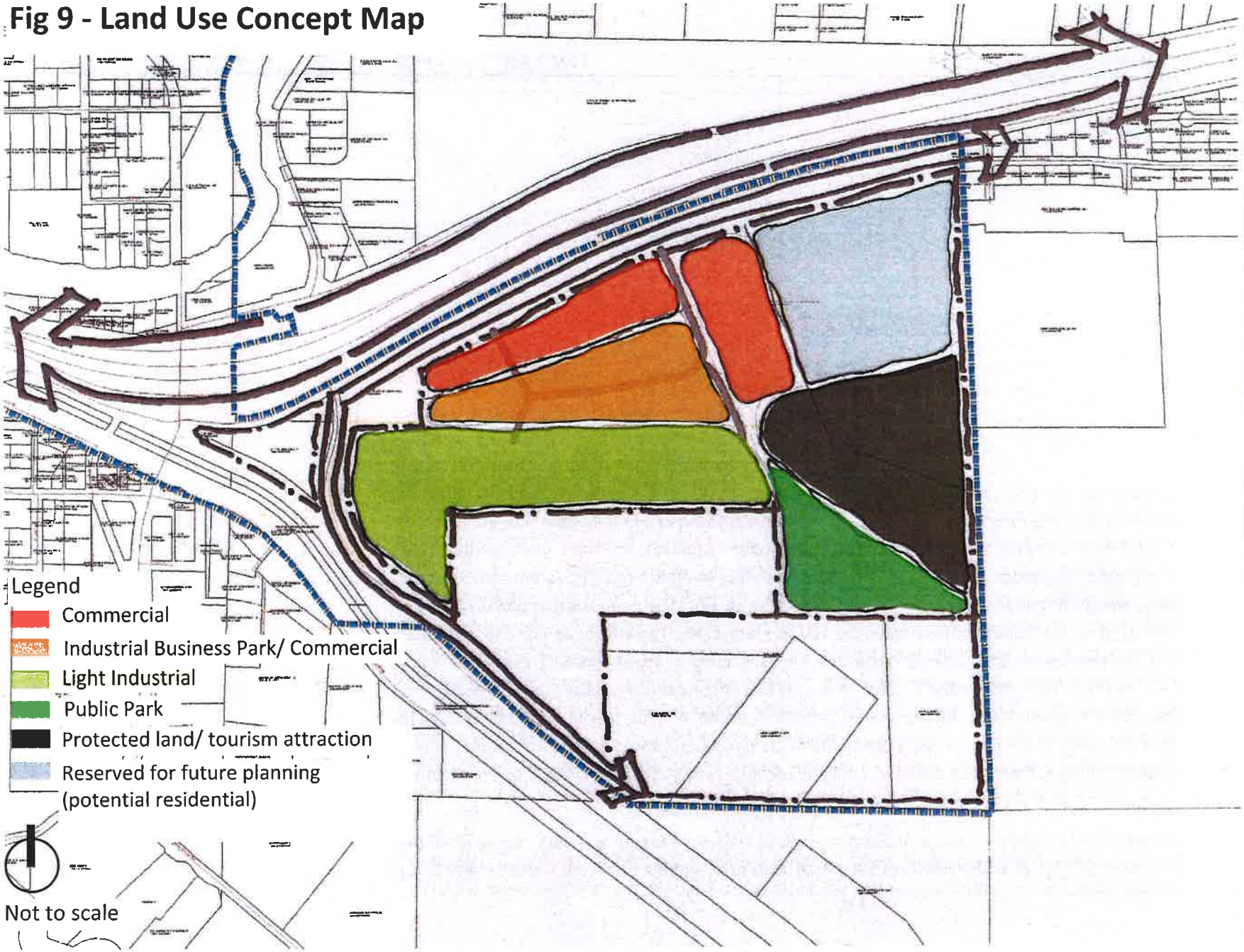


Fig 10 - Development Phases

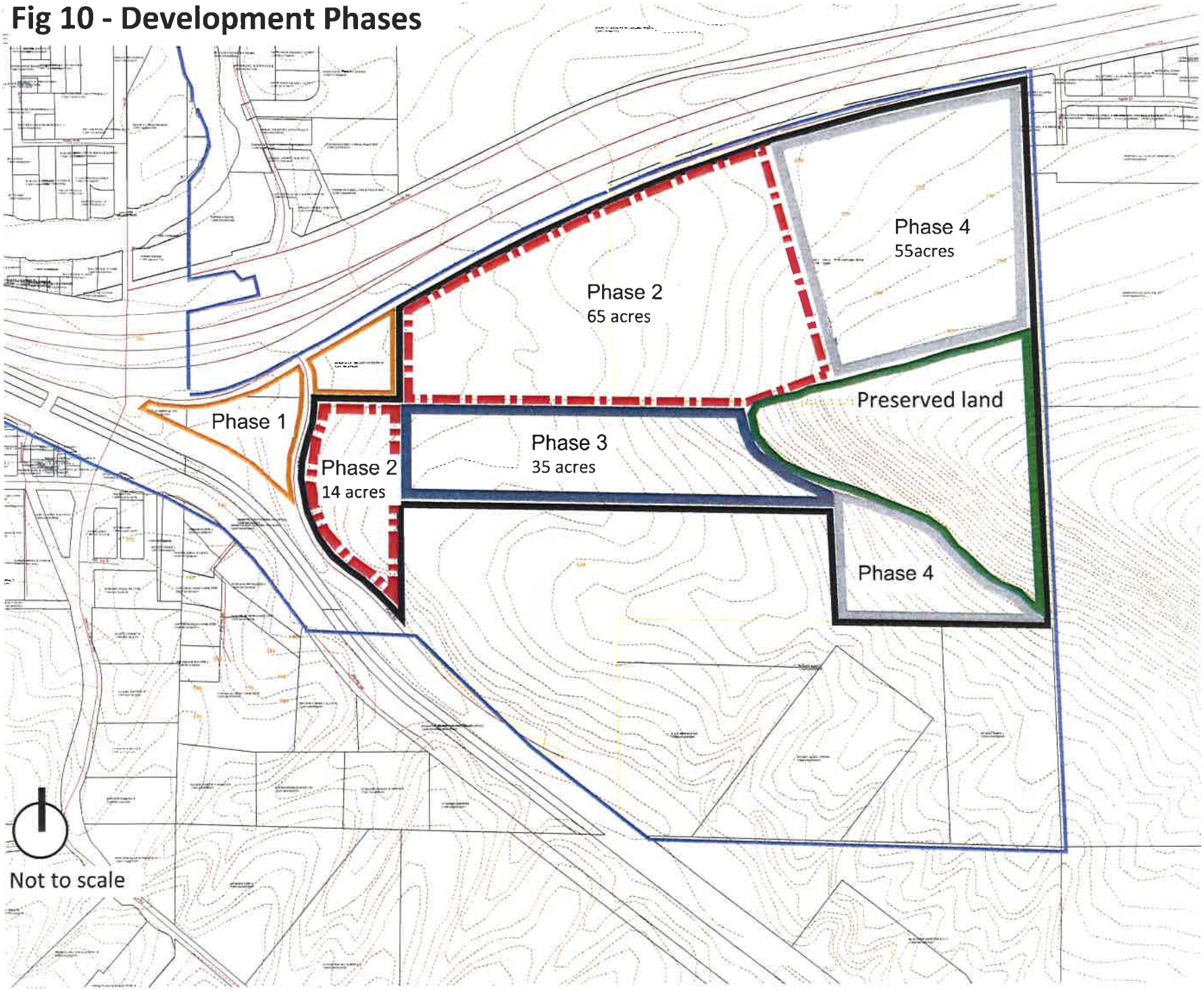


Fig 11 - Proposed Road Layout

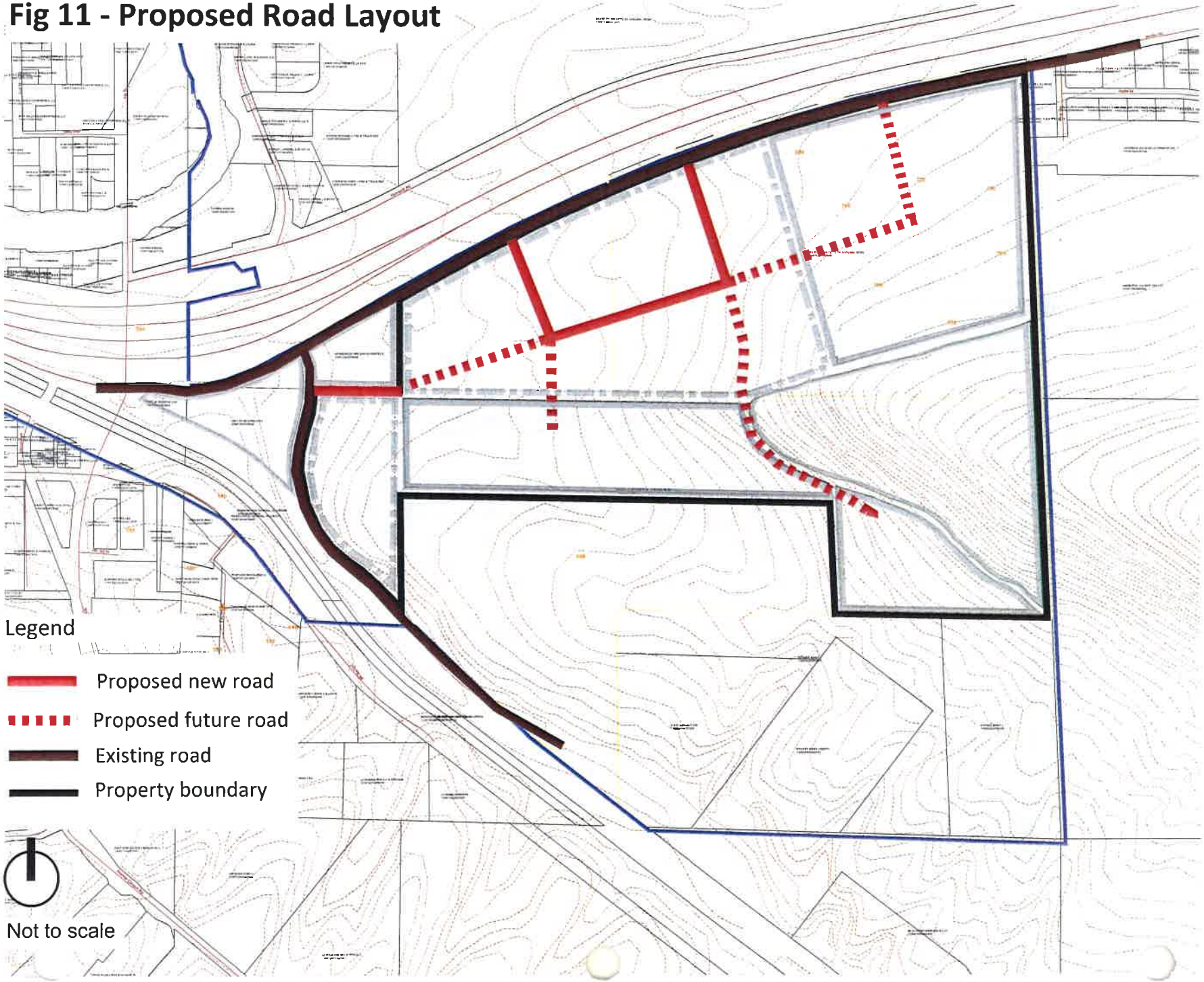
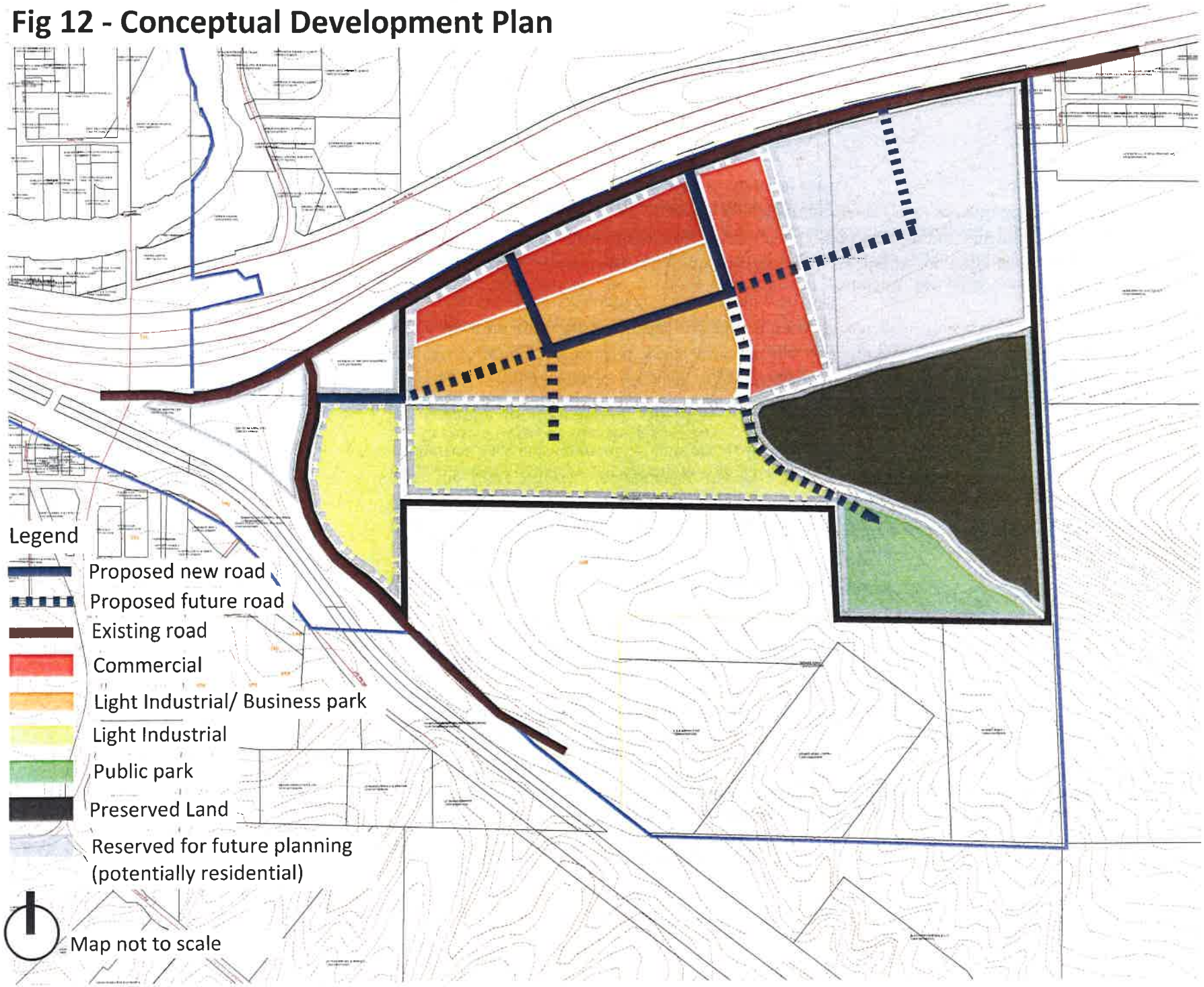


Fig 12 - Conceptual Development Plan



STRATEGIC RECOMMENDATIONS

1. Instead of a partnership between the Port of Kennewick and the City, establish mechanisms for partnership between the City and DNR and partnership between the City and private parties

The City's goal as stated in the Comprehensive Plan is to develop this area for economic growth. The City should seek multiple options at the same time for development of this site.

a. The City works with DNR to develop on a profit sharing basis
b. The City purchases a portion of the land from DNR and develops it
c. The City works with DNR and private parties to facilitate land exchange and/or lease

2. The Port of Kennewick to provide additional support

The Port can support further planning efforts by allocating fund in its 2012 budget. The Port's budget may have potential to set aside approximately $7,500 for further studies in partnership with the City's efforts. Additionally, the Port and the City could jointly develop specific properties once development parameters are identified.

3. Create a detailed master site plan

Creating a detailed master site plan will anticipate traffic impact and required roads and infrastructure improvement. It would expedite the permitting process for individual projects when they are consistent with the overall site development plan. However, this should take place after the ownership options are identified with DNR.

The master plan should also establish development standards for each land use district. Considerations should be given to protect natural areas and steep slopes, and minimize grading. Buildings and site layout should provide a gradual transition in land use, with adequate buffers between heavy and intensive uses and less intensive uses.

4. Identify investment and financing options

The City can look for multiple investment options in terms of direct and indirect investments. Since DNR is less likely to provide direct investment, the City should seek indirect investment from DNR. For example, allocation of water rights, expedited sells or lease process to private developers. The City's public-private partnership can consist of partnering with private developers for investment on infrastructure. Financing for major infrastructure can be generated from a combination of funding sources as shown in the table below.

Table 6: Possible Funding Sources

Possible Funding Sources	*Description*
a. Community Economic Revitalization Board (CERB) grant.	CERB provides financing (grants and loans) for construction of public facilities that support private sector development and increased employment opportunities.
b. Centennial Clean Water Programs	This grant is administrated by the Department of Ecology
c. City Hardship Assistance Program (CHAP)	Cities with a population of twenty thousand or less are eligible to receive money according to RCW 47.26.164 from the small city pavement and sidewalk account created in RCW 47.26.340.
d. Economic Development Administration (EDA)	A federal agency, provides infrastructure grant opportunities to site new industries.
e. Local Revitalization Financing (LRF) grant	The LRF program authorizes cities and counties to create "revitalization areas" and allows certain increases in local sales and use tax revenues and local property tax revenues generated from within the revitalization area, additional funds from other local public sources, and a state contribution to be used for payment of bonds issued for financing local public

	improvements within the revitalization area. The state contribution is provided through a new local sales and use tax that is credited against the state sales and use tax (sometimes referred to as the "LRF tax"). This tax does not increase the combined sales and use tax rates paid by consumers.
f. Public Works Trust Fund (PWTF)	A revolving loan fund administered by the Public Works Board. Provides low interest loans to local governments for infrastructure improvements.
g. Surface Transportation Program (STP)	The STP provides flexible funding that may be used by States and localities for projects on any Federal-aid highway, including the National Highway System (NHS), bridge projects on any public road.
h. Transportation Improvement Board (TIB)	Small City Program (SCP) - This TIB program provides funding for street improvement projects in cities with a population less than 5,000. Also includes a Pedestrian Safety & Mobility Program (PSMP).
i. Urban Arterial Trust Account (UATA)	Provides grants for construction and improvement of city and county arterials within urban areas.
j. Local Improvement District formation	A district formed for bond issues where district residents vote to place additional tax levies on their property to pay the bond debt.
k. Municipal Bonds	Public authorized loans for any capital improvement (transportation, water, sewer, etc.). Two types of bonds available under statute: Councilmanic Bonds, which are authorized by jurisdiction governing voters for specific capital improvements, and Voter Approved Bonds which are authorized by jurisdiction voters for specific capital improvements.

5. Phased Development Strategies

Phased and strategic development should recover the cost of investments. For instance, development and sale of proposed light industrial and commercial areas during initial phases should recover the infrastructure cost so that future commercial developments and sales could generate revenue. Long term development impacts should also be considered.

Table 7: Development Phases

Terms	*Phase*	*Types of development*
Short term (1-2 years)	Phase 1	• Develop the City-owned site • Development of sites that have interest from buyers and close to infrastructure e.g. development of Light Industrial on Field Road.
Mid term (2-10 years)	Phases 2	• Provide infrastructure in phases • Commercial land development near Jacobs road • Business park development to the south
Long term (10 – 20 years)	Phases 3	• Industrial land development to the south
Long term (10-30 years)	Phase 4	• Complete infrastructure development • Reclaim the Hill top for park and trail recreational facilities in conjunction with the reclaimed gravel pit for recreational uses • Potential residential development

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- DNR Trust Land Transfer Program. Washington Department of Natural Resources. Available at http://www.dnr.wa.gov/BusinessPermits/Topics/OtherLandTransactions/Pages/amp_tlt.aspx. Accessed on April 25, 2010
- Economic Development Strategic Plan; prepared for the City of Benton City and Benton City Economic Development Council; Appendix D-2.
- Red Mountain AVA Master Site Plan; prepared for Benton County Office of Sustainable Development, Benton County, WA.

APPENDICES

Appendix A – DNR Survey Map dated October 2002

Appendix B – DNR's Proposed Plat dated January, 2009

Appendix C - The City's Water Map

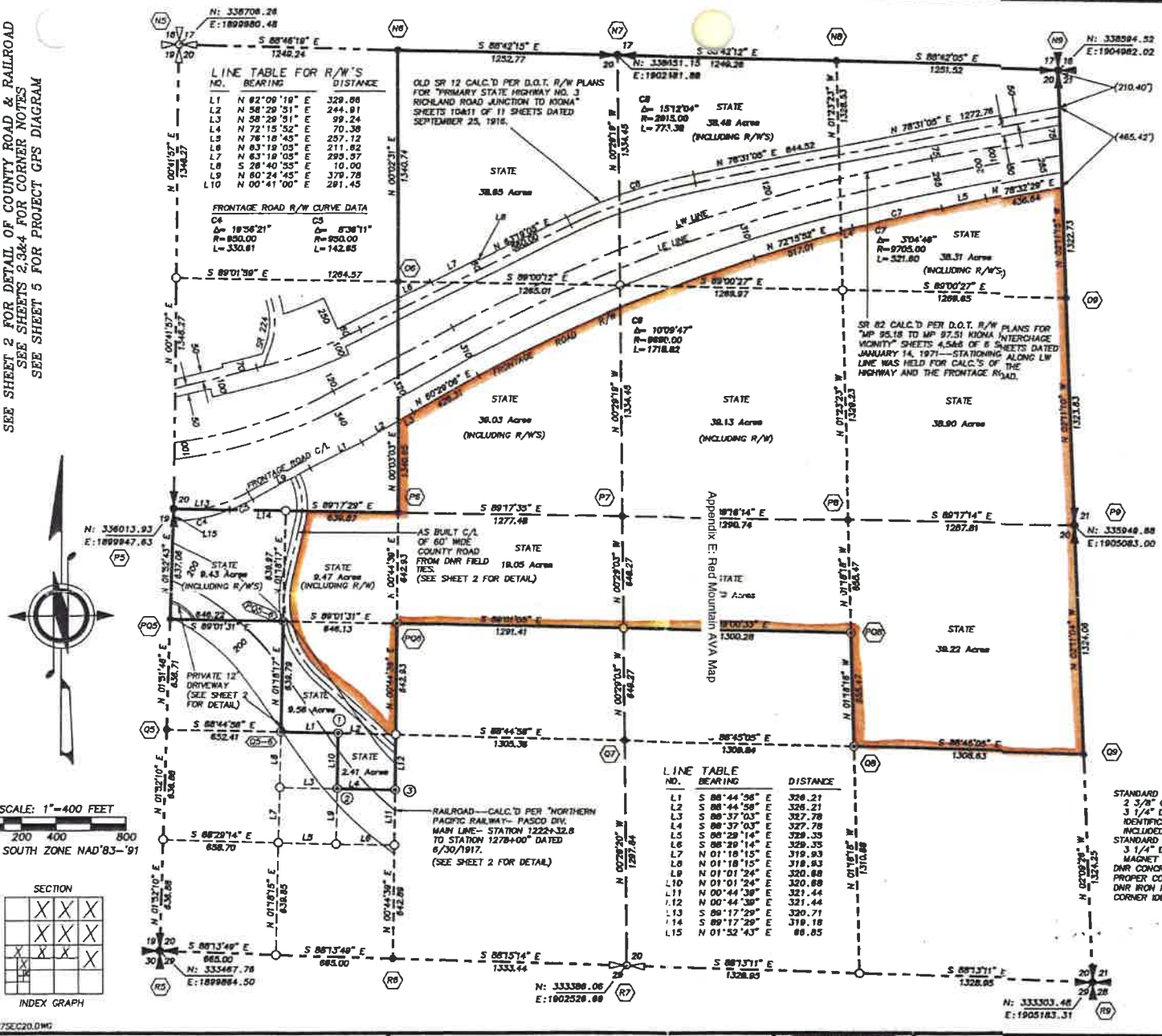
Appendix D - The City's Sewer Map

Appendix E - Red Mountain AVA Map

Appendix F - WSDOT Interchange improvement

Appendix G – Site Protection Plan (Cultural Resource Study)

"BLM 927 SECTION 20" SURVEY
SEE SHEET 2 FOR DETAIL OF COUNTY ROAD & RAILROAD
SEE SHEETS 2,3&4 FOR CORNER NOTES
SEE SHEET 5 FOR PROJECT GPS DIAGRAM



GLO HISTORY
1863 EDWIN RICHARDSON, UNDER CONTR SURVEYED THE SUBDIVISION AND MEANDER LINES.

BASIS OF MERIDIAN
WASHINGTON COORDINATE SYSTEM, SOUTH ZONE, N.A.D. 83/(1991) DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) TIES TO THE FOLLOWING POINTS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 1 OF SURVEYS, PAGE 1870, BENTON COUNTY RECORDS, SAID SURVEY BEING A GPS GEODEDIC SURVEY FOR BENTON COUNTY RELATED TO THE WASHINGTON HIGH ACCURACY REFERENCE NETWORK (HARN).

(U.S. SURVEY FEET)
286 N. 333081.97 E. 1889205.26
297 N. 333303.48 E. 1905183.31
298 N. 344030.30 E. 1905588.04

NEW POSITIONS DETERMINED THIS SURVEY USING GPS METHODS:
(U.S. SURVEY FOOT)
2772 N. 333467.759 E. 1899864.500
2773 N. 334781.473 E. 1899907.272
2774 N. 335377.676 E. 1899927.131
2775 N. 336013.929 E. 1899947.630
2776 N. 335998.103 E. 1901227.262
2777 N. 335982.342 E. 1902504.644
2778 N. 335456.652 E. 1903824.498
2779 N. 335292.278 E. 1904243.068
2780 N. 334309.838 E. 1904204.307
2781 N. 334486.219 E. 1900750.931
2782 N. 335126.080 E. 1900589.805
2783 N. 334683.849 E. 1902515.815
2784 N. 334626.791 E. 1905133.464
2785 N. 335949.885 E. 1905082.997
2786 N. 333426.686 E. 1901193.868
2787 N. 334698.571 E. 1903820.011
2788 N. 337320.814 E. 1901330.177
2789 N. 338594.521 E. 1904982.015
2790 N. 338622.886 E. 1903730.822
2791 N. 338651.154 E. 1902481.884
2792 N. 338679.488 E. 1901229.433
2819 N. 337272.754 E. 1905032.501

CONVERGENCE: 0°45'09" AT THE CENTER 1/4 CORNER OF SECTION 20, T9N, R27E.
THE AREAS AND DISTANCES SHOWN ARE GRID. DIVIDE THE GRID DISTANCES BY THE COMBINED GRID FACTOR OF 0.99990644 TO OBTAIN THE GROUND DISTANCE. THE GRID FACTOR IS DERIVED FROM AN ELEVATION FACTOR OF 0.99997483 AND A LATITUDE FACTOR OF 0.99993161 COMPUTED DURING STARNET ADJUSTMENT.

CONTROL SPECIFICATIONS AND ACCURACY, METHOD OF SURVEY AND EQUIPMENT USED:
THE CONTROL PORTION OF THIS SURVEY IS IN COMPLIANCE WITH THE FEDERAL GEODETIC CONTROL COMMITTEE'S "GEOMETRIC GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITIONING TECHNIQUES", VERSION 5.0, REPRINTED WITH CORRECTIONS AUGUST 1, 1989. CONTROL ON THIS SURVEY WAS DONE USING TWO TRIMBLE 4000SM GPS FIELD RECEIVERS. CORNER TIES AND SETS WERE DONE USING A LEICA/WILD T-1800 DIGITAL ONE SECOND TOTAL STATION.

LEGAL DESCRIPTION OF L/ND SURVEYED:
NE1/4; E1/2NW1/4; N1/2N1/2SW1/4; SE1/4NW1/4SW1/4; NE1/4NE1/4SW1/4SW1/4; NE1/4SE1/4; N1/2NW1/4SE1/4; ALL IN SECTION 20, T9N R27E W.M.

NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO MONUMENT PARCELS RECENTLY EXCHANGED WITH THE BLM AND TO MAP ENCUMBRANCES ON THESE PARCELS. THE DOT R/W WAS MAPPED BY ROTATIONG AND SCALING DOT R/W PLANS BETWEEN COMMON TIED CORNERS. THE RAILROAD WAS MAPPED USING FIELD TIES FOR TANGENT ALIGNMENT WITH RAILROAD STATION MAP DATA HELD FOR CURVES. FIELD ROAD AND THE DRIVEWAY SOUTH OF THE RAILROAD HAVE NO KNOWN DESIGN AND WERE MAPPED BY FIELD TIES.

LEGEND

STANDARD DNR MONUMENTS ARE:
2 3/8" O.D. ALUMINUM ALLOY PIPE WITH "BREAKAWAY" PLASTIC BASE.
3 1/4" DIAMETER ALUMINUM ALLOY CAP STAMPED WITH PROPER CORNER IDENTIFICATION, PERMANENT, VERTICALLY ORIENTED MAGNETS ARE INCLUDED IN THE MONUMENT BASE AND CAP.
STANDARD DNR CAPS ARE:
3 1/4" DIAMETER ALUMINUM ALLOY DISKS WITH A VERTICALLY ORIENTED MAGNET AND STAMPED WITH PROPER CORNER IDENTIFICATION, SET AS NOTED.
DNR CONCRETE MONUMENTS ARE 3" DIAMETER WITH BRASS CAP STAMPED WITH PROPER CORNER IDENTIFICATION.
DNR IRON PIPES ARE 1" DIAMETER WITH BRASS CAP STAMPED WITH PROPER CORNER IDENTIFICATION.

CORNER SYMBOLS:
FOUND OR ACCEPTED.
CALCULATED – SET.
CALCULATED – NOT SET.

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 17 DAY OF January, 2003
AT 9:15 A.M. IN BOOK 1 OF SURVEYS AT PAGE 3150
AT THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES. Survey#20092711X01
2003-002482
AUDITOR'S FILE NUMBER
Bobbie Gamble by Deputy
BENTON COUNTY AUDITOR

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
IN OCTOBER, 2002.
J. E. Engelhard 1-10-03
JAMES E. ENGELHARD, PLS
29271
CERTIFICATE NUMBER

JAMES S. ENGELHARD, STATE OF WASHINGTON, 29271, REGISTERED PROFESSIONAL LAND SURVEYOR

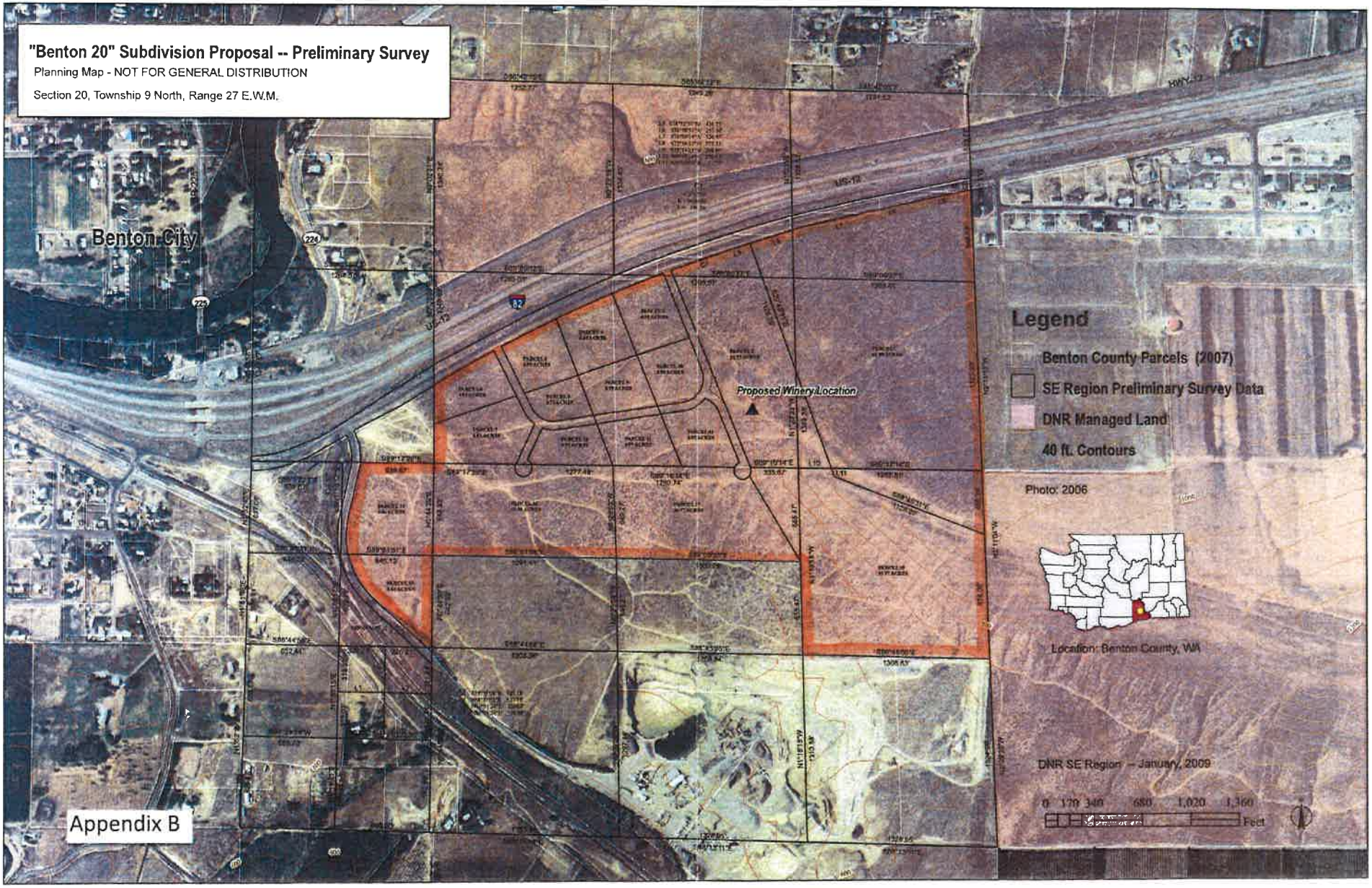
A SURVEY IN
SECTION 20, TOWNSHIP 9 NORTH, RANGE 27 EAST, W.M.

SURVEYED BY: LES HOSMER
DRAWN BY: HAZLITT
DATE: DECEMBER 2, 2002

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
LAND SURVEY SECTION--P.O. BOX 47060
OLYMPIA, WASHINGTON 98504-7060 (360)902/1208

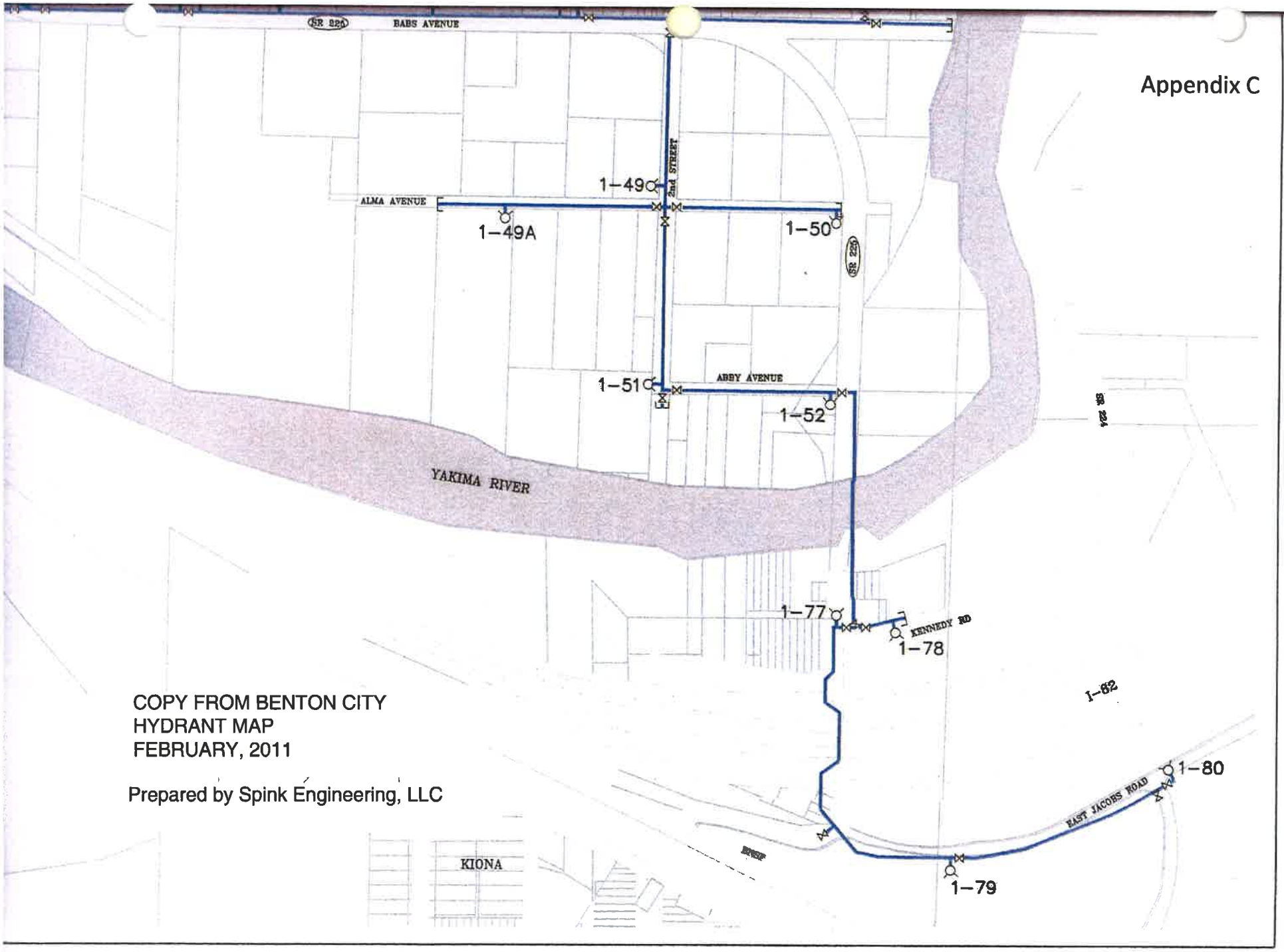
CHECKED BY: JM ENGELHARD, PLS
SHEET 1 OF 5
F.M.#1343

Appendix A - DNR Survey Map


"Benton 20" Subdivision Proposal -- Preliminary Survey
Planning Map - NOT FOR GENERAL DISTRIBUTION
Section 20, Township 9 North, Range 27 E.W.M.
Benton City
Proposed Winery Location
Legend
Benton County Parcels (2007)
SE Region Preliminary Survey Data
DNR Managed Land
40 ft. Contours
Photo: 2006
Location: Benton County, WA
DNR SE Region – January, 2009
0 170 340 680 1,020 1,360
Feet

Appendix B

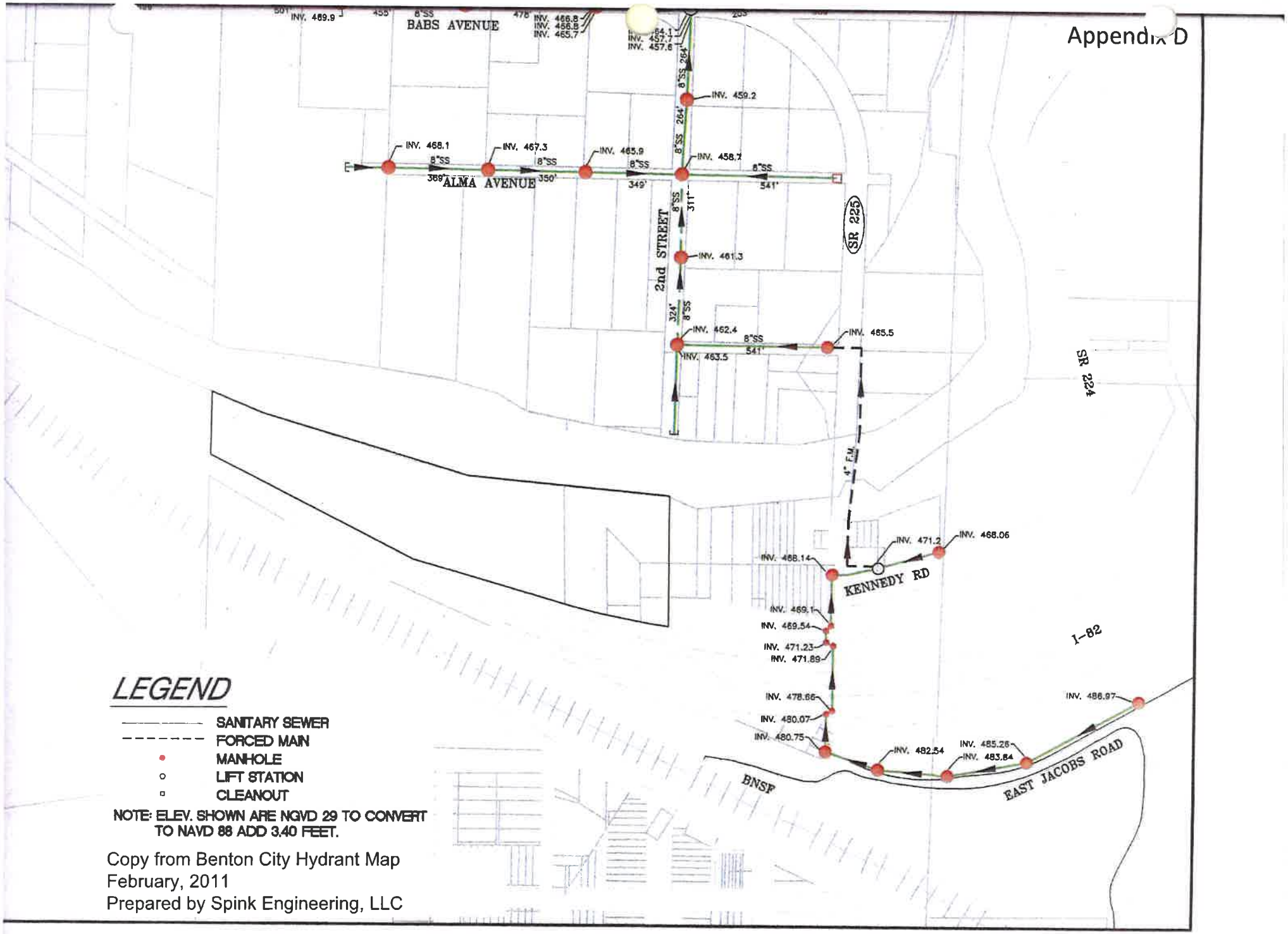
Appendix C



COPY FROM BENTON CITY
HYDRANT MAP
FEBRUARY, 2011

Prepared by Spink Engineering, LLC

Appendix D



Copy from Benton City Hydrant Map
February, 2011
Prepared by Spink Engineering, LLC

Appendix E: Red Mountain AVA Map

Source: Benton County AVA Master Plan

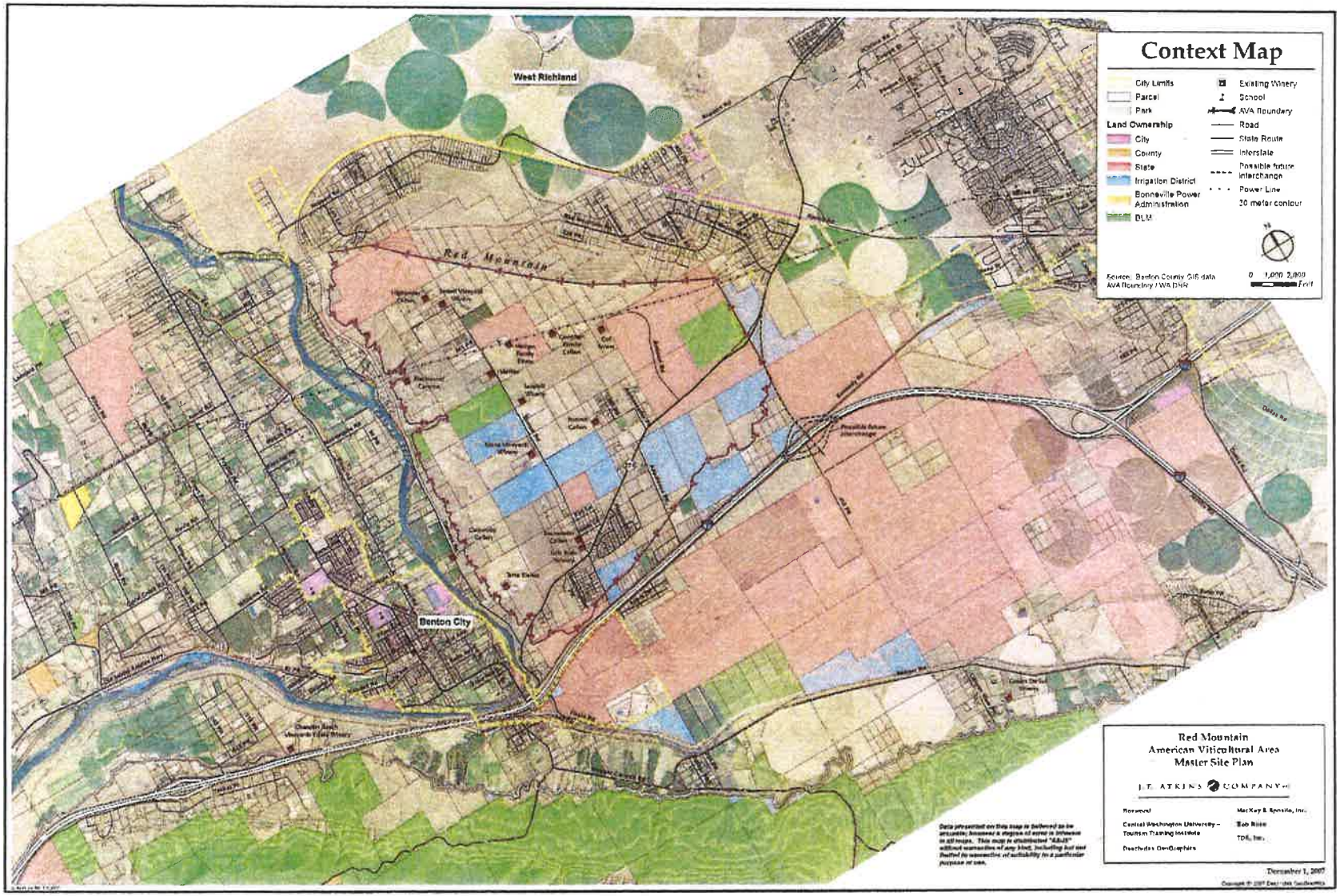


Figure 2-1. Project Context

Red MOUNTAIN Transportation Improvements

September 2010

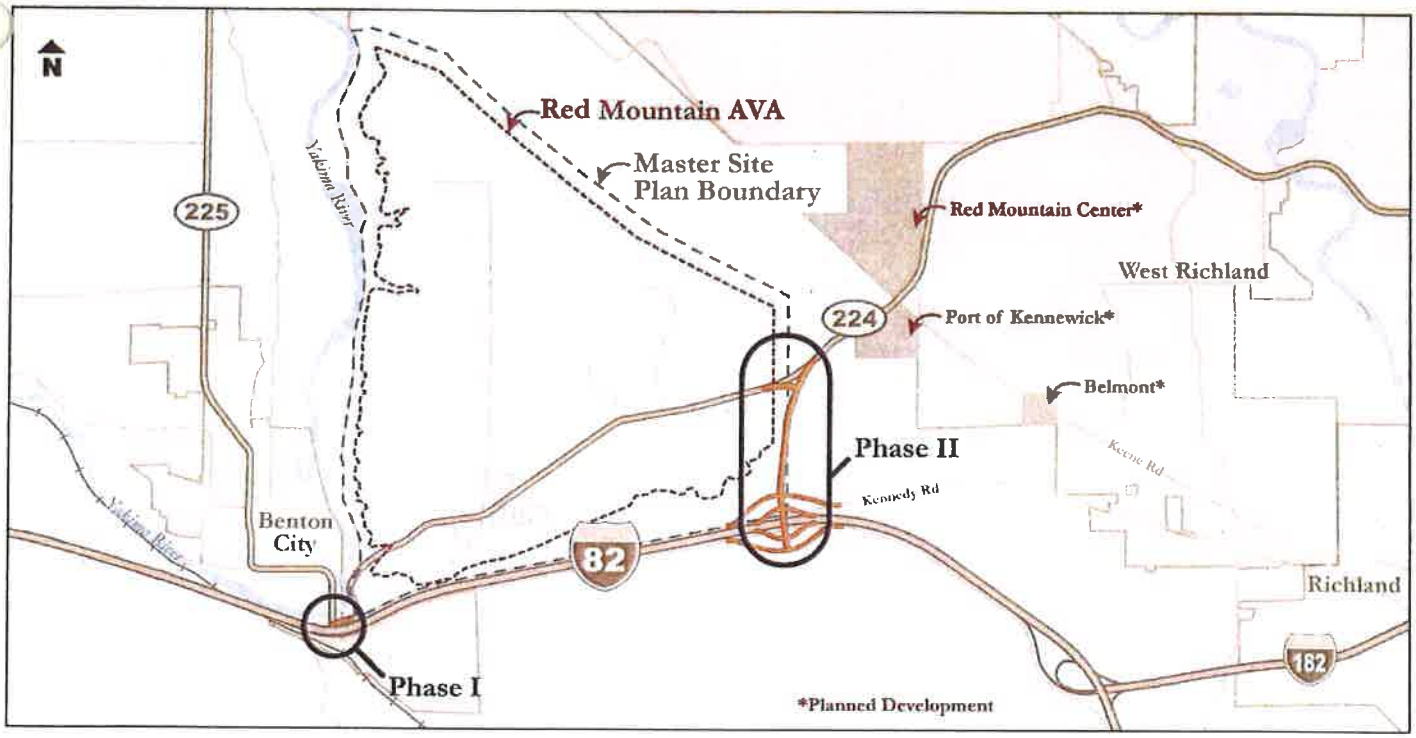
An **American Viticultural Area (AVA)** is a federally designated wine-grape growing region in the United States. AVA's have specific geographic boundaries and distinct features such as climate, soil and elevation.

Red Mountain–Transportation Improvements

Improved transportation throughout the Red Mountain area is critical to enable the surrounding communities and the Red Mountain American Viticultural Area (AVA) to continue to develop. Benton County, West Richland and private land owners have already completed three road projects. As a result, $3.4 million in local improvements is in place.

Located just west of Pasco, Richland and Kennewick (Tri-Cities), Red Mountain is known as one of the best grape-growing regions in the world. Red Mountain grapes are shipped to a number of wineries outside the area, as well as used by many wineries on-site. The number of local wineries is growing; within the next ten years, more than 30 wineries will call Red Mountain AVA home.

Improved access to the interstate corridor is crucial to ensure enhanced economic vitality for this region. Transportation improvements proposed for the existing Benton City interchange and SR 224 will not only address traffic congestion and safety issues, but will result in a dramatic increase to commercial and industrial development, improving the local economy and increasing revenue to the state. Preliminary results from an economic study of a new interchange at this location show the benefits far exceed the cost.



Visit us on the Web at: www.redmountainvision.org

Washington State Department of Transportation

Site Protection Plan for 45-BN-338
Goose Hill Development
M.L. Stilson
June 8, 2004

Background

The Washington State Department of Natural Resources (DNR) is planning a development south of Benton City in Section 20, Township 09 N, Range 27 E, W.M. in Benton County just east of Kiona. This area is approximately 10 miles west of Richland (see Map #1).

The development consists of construction of a hotel, restaurant, and winery and a vineyard. This development would disturb a recorded archaeological site, 45-BN-338. This site was recorded in 1984 and was typed as a "(p)ossible burial with associated rock features." It is described as "a series of rock features, including a shallow, circular depression (sic) measuring 2 feet in diameter and 8 inches deep." The rock features are "one level of rocks high, **are obscured by the shifting sands**, ...(and) include 1 wall & circ (sic) (emphasis mine).

I visited the site on the bright, clear, morning of May 5, 2004. I found no site.

I was in the proper location.

The "site" is describes as being "situated on the west aspect slopes of Goose Hill next to a pile of granite boulders." It is south of the road paralleling I-82 and the granite boulders are visible from the roadway. The UTMs were of no help; the zone is correct (11) but the northings and eastings are both short one number (E- 31034, N 512570). My GPS readings for the granite boulders (the only boulders in the vicinity) are 310399 E, 5124754 N. Adding a zero to the 1984 readings puts the boulders north of I-82, in Section 17, almost 1,000 meters to the north. This does not match the description, or the legals (SW ¼, SW ¼, NE ¼, Section 20).

I found the boulders that match the description and matches the legals. I did not find a site. The shallow, circular depression is a blowout, a natural feature. The rock walls and

circle are rocks pushed up to the side of a crude dirt road, the berm of the road (see photographs).

I believe the surveyors, seeing the top of the road berm "**obscured by the shifting sands,**" misinterpreted it as an archaeological site. When I visited, the sands had shifted off site and I got a clear look at the road that created the berm.

Site Protection Plan and Recommendations

Since no site is present, no protection plan is needed. I recommend this "site" be removed from the OAHP database. However, since this was identified (I believe incorrectly) as rock features and a burial, the "site" should be monitored when disturbance occurs.

If a human burial is found during monitoring, all construction activity will cease immediately within 25 meters, the affected tribes and the Office of Archaeology and Historic preservation will be contacted as soon as possible. If data recovery is the mitigation of choice, the remains will be scientifically excavated and treated with the utmost respect. If cultural affiliation is determinable, the DNR will return the remains and grave goods to the identified tribe.

It is possible that ground-disturbing activities associated with the development activities may expose cultural resources other than a burial. In such eventuality, workers will immediately halt all activities in the area and notify a professional archaeologist.

Picture 1. View to the northwest. Boulders are in mid-ground, road is in foreground, rock berm is between road and boulders.

Picture 2. View to the north. Road bed to the right, berm to the left. Boulders are visible in the background.

Picture 3. Another view to the north

ROCK

ROAD

Picture 4. View to the south. Road bed is to the left, berm to the right.

ROCK

ROAD

Date 7/20/04

Weather Hot, Clear
87 [illegible]

Name L Stilson
M Belnet
T Kopf

Project Name Goose Hill

Location: Tn_____ R_____ S_____

Unit #_____

Environmental Setting: General Topography, Geology, Aspect, Slope, Soils
gentle slope to Yakima R

Flora: Overstory/Understory

Fauna: sage weeds

Ground Visibility: 40 – 50 %

Lateral Visibility: unlimited

Methodology
High 100%@20M, Medium@20-30%, Low@5%
Resurvey 10 acres

20 m intervals parallel to Highway

Results
isolated cans
Stove pipe
evap milk pin hole solder
rectang
deep purple
- Manganese glass
flask
[illegible]
hand [illegible]
lipping tool

CITY OF BENTON CITY

City Council Agenda Item

PROCESS INFORMATION

SUBJECT: First Reading - Ordinance Amending Water/Sewer billing policies

DATE/ITEM: 02-02-2016- H 1

BUDGET INFORMATION

DEPT: Utilities

BUDGETED?

FUND: Water/Sewer

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption, on the first reading, an ordinance of the City of Benton City, Washington, amending Section 13a.16.040 "Delinquent Payment- Service Shut Off- Hearing"; 13a.16.070 entitled "Credit For Vacant Premises"; Section 13a.28.040 entitled "Water Charge Schedule"; Section 13a.28.130 entitled "Credit For Vacant Premises"; Section 13a.28.150 entitled "Due Date"; creating new Chapter 13a.28.240 entitled "Charges For

HISTORY

Changes include a new waiver option for customers who have on time payments the previous 12 months, a budget billing feature, removing the residential only restriction of vacant premisis, and offering a deferred payment for customers who prove a bona fide hardship.

ATTACHMENTS

1) Ordinance

2)

3)

4)

RECOMMENDED ACTION

SAMPLE MOTION:

I move to approve, on the first reading, an ordinance of the City of Benton City, Washington, amending Section 13a.16.040 "Delinquent Payment- Service Shut Off- Hearing"; 13a.16.070 entitled "Credit For Vacant Premises"; Section 13a.28.040 entitled "Water Charge Schedule"; Section 13a.28.130 entitled "Credit For Vacant Premises"; Section 13a.28.150 entitled "Due Date"; creating new Chapter 13a.28.240 entitled "Charges For Service- Budget Payment"; new chapter 13a.16.080 entitled "Deferred Payment Agreement";

First Reading: _____ Second Reading: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BENTON CITY, WASHINGTON, AMENDING SECTION 13A.16.040 "DELINQUENT PAYMENT- SERVICE SHUT OFF- HEARING"; 13A.16.070 ENTITLED "CREDIT FOR VACANT PREMISES"; SECTION 13A.28.040 ENTITLED "WATER CHARGE SCHEDULE"; SECTION 13A.28.130 ENTITLED "CREDIT FOR VACANT PREMISES"; SECTION 13A.28.150 ENTITLED "DUE DATE"; CREATING NEW CHAPTER 13A.28.240 ENTITLED "CHARGES FOR SERVICE-BUDGET PAYMENT"; NEW CHAPTER 13A.16.080 ENTITLED "DEFERRED PAYMENT AGREEMENT"; AND NEW CHAPTER 13A.28.250 ENTITLED "DEFERRED PAYMENT AGREEMENT"

WHEREAS, it has been recommended by City staff that certain changes be made to the water and sewer billing policies of the Benton City Municipal Code regarding flexibility for late payments and payment option; and

WHEREAS, to provide consistency in the billing of water and sewer utility services, it is in the best interest of the citizens of the City that amendments be made to the existing Code. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That Section 13A.16.040 entitled "Delinquent payment- Service shut off-Hearing" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

13A.16.040 Delinquent payment—Service shut off --Hearing.

A. All charges for the public sewer service shall be due on the second working day of the month following the month the services were provided and payable at the office of the City Clerk. Charges for sewer services shall become delinquent if not received at City Hall by close of business as listed in Section 2.04.010 on or before the 20th day of the billing month. If the 20th day of the billing month falls on a Saturday, Sunday, or legal holiday, the sewer utility account shall be delinquent if not received by the City by close of business as listed in Section 2.04.010, on the first working day thereafter. Mail or deposit box payments will not be considered received by the City prior to delinquency unless actually received prior to the default date and time. A delinquent fee set by the most current City Fee Schedule Resolution shall be assessed on each sewer account not paid prior to the delinquency.

The delinquent fee shall be waived by the City if all of the following conditions apply:

1. The account holder does not have any previous water or sewer charge delinquencies on their account for the prior 12 month period.

2. The account holder contacts the City before the close of business of

last working day of the month the charges are due to request the waiver.

As an additional and concurrent method of enforcing the lien of the City for sewage services, the Mayor is authorized and directed to shut off the public sewer service from the premises and/or water services to the premises on the last working day of the month such charges are due. Such services to the premises shall not be restored until such time as all charges, costs, penalties, and interest, as provided by the current City Fee Schedule Resolution, together with any additional sums which may be charged for the disconnection, reconnection, or utility account reinstatement are paid in full.

If payment is not received by the City for such charges by the 20th day of the month, the sewer utility customer shall receive notice in writing, notification of the following:

1. Termination of sewer and/or water utility services.
2. Right to a hearing before the Mayor for determination of a bona fide dispute concerning the correctness of the bill.
3. That a request for the hearing must be made by the 15th of the month such payment is due. If the utility customer prevails and the utility bill is corrected, the delinquency penalty, as set forth in the most recent current City Fee Schedule Resolution, shall be waived.

B. All persons requesting a hearing as to the correctness of the sewer utility bill shall be notified in writing of the hearing date set therefore before the Mayor, which hearing shall be held not less than seven (7) days prior to the date designated for the termination of services. The hearing shall be before the Mayor to correct the mistake and determination of the sewer utility bill. The determination of the Mayor shall be final and rendered to the utility customer in writing prior to the date designated as the termination of the services. (Ord. 899, Feb. 2012; Ord. 843, Nov. 2008; Ord 731, Sept. 2001; Ord 696, 2000; Ord. 667,1998; Ord. 622, 1995; Ord. 572, 1992; Ord. 514, 1988; Ord. 494,1986; Ord. 405 S1 (part), 1981.)

Section 2. That Section 13A.16.070 entitled "Credit for vacant premises" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

13A.16.070 **Credit for vacant premises.** Any ~~residential~~ premises which shall have been destroyed, removed, or unoccupied for a period of not less than 120 days, may, upon appropriate application and the payment of the fee established therefore, apply to suspend the accrual of public sewer services and charges therefore for the period that the premises is unoccupied. At the time of reoccupancy, notice shall be given to the City, and public sewer services and charges therefore shall be reinstated. If the period of suspension is less than 120 days, sewer charges shall accrue during the period of vacancy and shall be immediately due and payable upon the recommencement of services to the public sewer service. (Ord. 727, May, 2001; Ord. 696, 2000; Ord 667, 1998; Ord. 494, 1986.)

Section 3. That Section 13A.28.040 entitled "Water charge schedule" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

13A.28.040 **Water charge schedule**. Effective April 10, 1978, each lot or parcel of real estate which is connected to the public water system under this chapter or each additional connection made to serve such lot or parcel of real estate shall be charged for public water service pursuant to the current City Fee Schedule Resolution. The City shall suspend the accrual of public water services and charges to accounts that have been shut off for non-payment until services are reinstated and any fees and charges due pursuant to this chapter are paid in full. (Ord. 667, 1998; Ord. 622, 1995.)

Section 4. That Section 13A.28.130 entitled "Credit for vacant premises" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

13A.28.130 **Credit for vacant premises**. Any ~~residential~~ premises which shall have been destroyed, removed, or unoccupied for a period of not less than 120 days, may, upon appropriate application and the payment of the fee established therefore, apply to suspend the accrual of public water services and charges therefore for the period that the premises is unoccupied. At the time of reoccupancy, notice shall be given to the City, and public water services and charges therefore shall be reinstated. If the period of suspension is less than 120 days, water charges shall accrue during the period of vacancy and shall be immediately due and payable upon the recommencement of services. (Ord. 727, May, 2001; Ord. 667, 1998; Ord. 405 S1 (part), 1981.)

Section 5. That Section 13A.28.150 entitled "Due date" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

13A.28.150 **Due date**. All charges for the public water services shall be due on the second working day of the month following the month the services were provided and payable at the office of the City Clerk, Charges for public water services shall become delinquent if not received at City Hall by close of business as listed in Section 2.04.010 on or before the 20th day of the billing month. A late fee will be assessed at the beginning of the following working day of such month, and the City will mail a second notice, with the delinquent fee, on the following working day after the 20th.

If the 20th day of the billing month falls on a Saturday, Sunday or legal holiday, public water services shall be delinquent if not received by the City by close of business as listed in Section 2.04.010 on the first working day thereafter. Mail or deposit box payments will not be considered received by the City prior to delinquency unless actually received prior to the default date and time.

A delinquent fee set by the most current City Fee Schedule Resolution shall be assessed on each water account not paid prior to delinquency.

The delinquent fee shall be waived by the City if all of the following conditions apply:

1. The account holder does not have any previous water or sewer charge delinquencies on their account for the prior 12 month period.

2. The account holder contacts the City before the close of business of last working day of the month the charges are due to request the waiver.(Ord. 899, Feb. 2012; Ord. 843, November 2008; Ord. 792, April 2005; Ord. 732, September 2001; Ord. 703, 2000; Ord. 667, 1998; Ord 622, 1995; Ord. 549, 1991.)

Section 6. That a new Section 13A.28.240 entitled "Charges for service- Budget payment" of the Benton City Municipal Code shall be and hereby is created and shall read as follows:

13A.28.240 Charges for service—Budget payment.

A. The City Clerk/Treasurer is hereby authorized to create and implement a budget payment plan for residential customers in accordance with state law. Such a plan shall permit the authorized customer to make payments of utility charges on an annual averaged basis rather than on a monthly basis, with at least one annual adjustment to ensure that the amount paid on an annual basis reflects the actual charges incurred. Such plan shall be offered to residential customers as provided for in RCW 35.21.300, and may be offered to all residential customers as provided for in the budget payment plan.

Section 7. That a new Section 13A.16.080 entitled "Deferred Payment Agreement" of the Benton City Municipal Code shall be and hereby is created and shall read as follows:

13A.16.080 Deferred Payment Agreement.

A. The city shall enter into a deferral agreement with a customer of an active past-due account provided the customer requests the deferral and can demonstrate a bona fide economic hardship to the City. The customer shall pay a deferral agreement fee equal to the first month's installment before the deferral agreement is executed by the city, and a $5 a month service charge.

B. The following situations constitute a bona fide economic hardship to implement this section;

   a. A serious illness or injury suffered by the customer or a member of the customer's household;
   b. The death of a member of the customer's household;
   c. Loss of employment or deportation;
   d. Economic loss due to natural disaster;
   e. Domestic violence against the customer; or
   f. A commitment by an independent program to assist the customer with payment that requires terms other than those in the original deferred payment agreement

C. The maximum term for a deferral agreement shall be six (6) months. Estimated future billings will be included into the payment plan so that the account is current at the end of the deferral agreement term.

D. The deferral agreement shall be in substantially the following form:

DEFERRAL AGREEMENT
DELINQUENT UTILITIES

Date:

IN ORDER TO PAY A DELINQUENT ACCOUNT BALANCE, _____, hereinafter "Maker", promises to pay to THE CITY OF BENTON CITY, hereinafter "Holder", the principal sum of _____ Dollars and NO/100---------- ($_____.00), together with a fee in the amount of $____ each month, as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)
a. ( ) INSTALLMENTS of _____ dollars ($_____) including a fee in the amount of $_____ due monthly by the 20th of the month.

b. ( ) INSTALLMENTS of _____ dollars ($_____)
( ) calendar month
( ) third calendar month
( ) sixth calendar month
( ) Other: _____

2. DUE DATE: The entire balance of this Note together with any and all fees accrued thereon shall be due and payable in full on _____ day of _____, 20__.

3. ALLOCATION OF PAYMENTS: Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.

4. PREPAYMENT: Maker may prepay all or part of the balance owed under this Note at any time without penalty.

5. CURRENCY: All principal and interest payments shall be made in lawful money of the United States.

6. LATE CHARGE: If Holder receives any installment payment more than ten days after its due date, then a late payment charge of $25 shall be added to the scheduled payment.

7. ACCELERATION: If Maker fails to make any payment owed under this Note, and such default is not cured within ten days after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, and turn off the Maker's water, and terminate all other services provided to Maker under Title 13 of the Benton City Municipal Code.

Maker's initials _____ _____

8. ATTORNEYS' FEES AND COSTS: Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. In addition, Holder may contract with a collection agency in accordance with the procedures contained in RCW 19.16.500 to collect upon this note and add a reasonable fee in the maximum amount set forth in RCW 19.16.500.

9. WAIVER OF PRESENTMENTS: Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

10. NON-WAIVER: No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.

11. SEVERABILITY: If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

12. INTEGRATION: There are no verbal or other agreements, which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.

13. EXECUTION: Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.

14. DEFINITIONS: The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

Maker (signatures)

_____

INSERT PROPERTY OWNER'S NAME

_____

INSERT PROPERTY OWNER'S NAME

Approved by:

_____

CITY CLERK/TREASURER

Maker's address for all notices given by Holder under this Note:

_____

Section 8. That a new Section 13A.28.250 entitled "Deferred Payment Agreement" of

the Benton City Municipal Code shall be and hereby is created and shall read as follows:

13A.28.250 Deferred Payment Agreement.

A. The city shall enter into a deferral agreement with a customer of an active past-due account provided the customer requests the deferral and can demonstrate a bona fide economic hardship to the City. The customer shall pay a deferral agreement fee equal to the first month's installment before the deferral agreement is executed by the city, and a $5 a month service charge.

B. The following situations constitute a bona fide economic hardship to implement this section;

a. A serious illness or injury suffered by the customer or a member of the customer's household;

b. The death of a member of the customer's household;

c. Loss of employment or deportation;

d. Economic loss due to natural disaster;

e. Domestic violence against the customer; or

f. A commitment by an independent program to assist the customer with payment that requires terms other than those in the original deferred payment agreement

C. The maximum term for a deferral agreement shall be six (6) months. Estimated future billings will be included into the payment plan so that the account is current at the end of the deferral agreement term.

D. The deferral agreement shall be in substantially the following form:

DEFERRAL AGREEMENT
DELINQUENT UTILITIES

Date:

IN ORDER TO PAY A DELINQUENT ACCOUNT BALANCE, _____, hereinafter "Maker", promises to pay to THE CITY OF BENTON CITY, hereinafter "Holder", the principal sum of _____ Dollars and NO/100---------- ($_____.00), together with a fee in the amount of $____ each month, as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)

a. ( ) INSTALLMENTS of _____ dollars ($_____) including a fee in the amount of $_____ due monthly by the 20th of the month.

b. ( ) INSTALLMENTS of _____ dollars ($_____)

( ) calendar month

( ) third calendar month

( ) sixth calendar month

( ) Other: _____

2. DUE DATE: The entire balance of this Note together with any and all fees accrued thereon shall be due and payable in full on _____ day of _____, 20__.

3. ALLOCATION OF PAYMENTS: Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.

4. PREPAYMENT: Maker may prepay all or part of the balance owed under this Note at any time without penalty.

5. CURRENCY: All principal and interest payments shall be made in lawful money of the United States.

6. LATE CHARGE: If Holder receives any installment payment more than ten days after its due date, then a late payment charge of $25 shall be added to the scheduled payment.

7. ACCELERATION: If Maker fails to make any payment owed under this Note, and such default is not cured within ten days after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, and turn off the Maker's water, and terminate all other services provided to Maker under Title 13 of the Benton City Municipal Code.

Maker's initials _____ _____

8. ATTORNEYS' FEES AND COSTS: Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. In addition, Holder may contract with a collection agency in accordance with the procedures contained in RCW 19.16.500 to collect upon this note and add a reasonable fee in the maximum amount set forth in RCW 19.16.500.

9. WAIVER OF PRESENTMENTS: Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

10. NON-WAIVER: No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.

11. SEVERABILITY: If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

12. INTEGRATION: There are no verbal or other agreements, which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.

13. EXECUTION: Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.

14. DEFINITIONS: The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

Maker (signatures)

_____

INSERT PROPERTY OWNER'S NAME

_____

INSERT PROPERTY OWNER'S NAME

Approved by:

_____

CITY CLERK/TREASURER

Maker's address for all notices given by Holder under this Note:

_____

Section 9. This Ordinance shall take full force and effect five (5) days after its approval, passage and publication as required by law.

PASSED by the City Council of the City of Benton City, Washington, and approved as provided by law this____ day of _____, 2016.

_____

Linda Lehman,
Mayor

ATTEST:

_____

Stephanie Haug, CMC
City Clerk/Treasurer

APPROVED AS TO FORM:

_____

Leland B. Kerr,
City Attorney

CITY OF BENTON CITY

City Council Agenda Item

PROCESS INFORMATION

SUBJECT: Resolution #2016-02- Auth. Mayor to sign EDC Contract for 2016 Services

DATE/ITEM: 02-02-2016- H 2

BUDGET INFORMATION

DEPT: General

FUND: General

BUDGETED? ☑

EXPENDITURE: 40,000

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of a resolution authorizing the Mayor of the City of Benton City to sign the agreement for services between the City of Benton City and the Benton City Economic Development Council

HISTORY

Each year, the City contracts with the Benton City Economic Development Council for services.

ATTACHMENTS

1) Resolution with attachment (revised work plan) & contract

2)

3)

4)

RECOMMENDED ACTION

SAMPLE MOTION:

I move to approve Resolution #2016-02, resolution authorizing the Mayor of the City of Benton City to sign the agreement for services between the City of Benton City and the Benton City Economic Development Council.

RESOLUTION NO. 2016-02

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF BENTON CITY AND THE BENTON CITY ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, it is a public purpose for all cities to engage in economic development programs, and in addition, pursuant to RCW 35.21.703, cities may contract with nonprofit corporations in furtherance of State and Federal acts relating to economic development; and

WHEREAS, the Benton City Economic Development Council (BCEDC) is a nonprofit corporation created for the purpose of developing and promoting economic development in the greater Benton City areas of Benton County, with the objectives of: (1) maintaining and strengthening a sound and healthy economic climate; (2) sponsoring aggressive programs of work and services; (3) providing leadership and coordination in solving economic development problems; and (4) fostering membership of individuals, groups and organizations who share the goals of the BCEDC; and

WHEREAS, the BCEDC has for several years, by contract for services, promoted economic development within and around Benton City;

WHEREAS, the City has determined that it is appropriate to enter into another agreement with BCEDC for the year 2016 to provide continuing services to the City for economic development programs within the City limits of Benton City NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original Agreement for Services Between the City of Benton City, Washington, and the Benton City Economic Development Council, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

ADOPTED this 19 day of January, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 19 day of January, 2016.

Resolution 2016-02 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19 day of January, 2016.

_____
Linda Lehman
Mayor

Attest:

_____
Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:

_____
Kerr Law Group
City Attorney

2016 AGREEMENT FOR SERVICES
BETWEEN THE CITY OF BENTON CITY, WASHINGTON
AND BENTON CITY ECONOMIC DEVELOPMENT COUNCIL

THIS AGREEMENT is entered into this ____ day of January, 2016, by and between the City of Benton City, a Washington Municipal Corporation (*"City"*) and the Benton City Economic Development Council (*"BCEDC"*), a nonprofit Corporation of the State of Washington.

WHEREAS, it is a public purpose for all cities to engage in economic development programs and, in addition, pursuant to RCW 35.21.703, cities may contract with nonprofit corporations in furtherance of State and Federal acts relating to economic development; and

WHEREAS, *BCEDC* is a nonprofit corporation created for the purpose of developing and promoting economic development in the greater Benton City areas of Benton County, with the objectives of: (1) maintaining and strengthening a sound and healthy economic climate; (2) sponsoring aggressive programs of work and services; (3) providing leadership and coordination in solving economic development problems; and (4) fostering membership of individuals, groups and organizations who share the goals of *BCEDC*; and,

WHEREAS, the *City* has determined that it is appropriate to enter into an agreement with *BCEDC* to provide certain services to the *City* for economic development programs within the *City* limits of Benton City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained, it is hereby agreed between the parties as follows:

1. The schedule of economic development services, which *BCEDC* shall provide to the *City* pursuant to this Agreement, shall be as set forth on the Annual Work Plan (attached hereto as Exhibit A). Deliverables identified in the Plan shall be transmitted by *BCEDC* to the *City* as they are completed for *City* review and acceptance.

2. A designated *BCEDC* representative shall be available at least monthly at a regular City Council meeting to report on projects and coordinate with the *City* for implementation of the annual Work Plan. In addition, the designated representative of the *BCEDC* shall present to the City Council, at a regular City Council Meeting on a quarterly basis a written report to the City Council of the performance by *BCEDC* of the services set forth in the Annual Work Plan which are the basis of the quarterly invoice, and to receive further direction or information from the *City.*

3. The parties by mutual agreement may amend or modify the Work Plan to accommodate changes in circumstances, which may make it desirable to change the manner in which the goals and objectives of the parties may be accomplished. Either party may propose a modification of the Work Plan and the other party agrees to consider the proposal in good faith and respond promptly.

4. This Agreement shall be for a period of one (1) year commencing on the 1 day of January, 2016, and ending on the 31st day of December, 2016, unless earlier

terminated with or without cause by either party upon giving ninety (90) days advanced written notice to the other.

5. In consideration of the performance of services specified in this Agreement, the *City* shall pay to *BCEDC* for progress payments for those services provided in the Annual Work Plan for 2016 in an amount not to exceed Forty Thousand Dollars ($40,000.00) to be paid quarterly upon invoice containing a detailed statement of services performed, monthly meeting minutes, and a monthly treasurer's report. First invoice shall be submitted on or by April 1, 2016; invoice for second quarter shall be submitted by July 1, 2016; third quarter submitted by October 1, 2016; and the final invoice shall be submitted by December 31, 2016. *BCEDC* shall maintain accurate financial records of its work relating to this Agreement and its use of funds paid by the *City* and to make the financial records available to the City Clerk, the City Council, and/or the State Auditor for a period of five (5) years. If the amount of funds exceeds the work performed, the *BCEDC* will return any unearned funds to the *City*.

6. The *City* and the *BCEDC* agree not to disclose confidential documents and other records relating to this Agreement unless mutually agreed upon by the *City* and the *BCEDC*, subject, however, to the Open Public Records laws of the State of Washington, RCW 42.56.

7. *BCEDC* agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable Federal or State law or regulation in rendering the services of this Agreement.

8. The relationship of *BCEDC* is that of an independent contractor to the *City* and no other relationship is created hereby, nor is *BCEDC* authorized to act as an agent of the *City*, nor bind the *City* for any purposes.

9. *BCEDC* agrees to defend, indemnify and hold the *City*, its officers, employees, agents and assigns harmless from and against any and all liability, claims, damages, losses, costs, charges or expenses, whether to persons or property, including any costs, expenses, or attorney fees in defense of any claims therefore, which the *City* may incur by reason of any act, action, neglect, omission or fault on the part of *BCEDC* in the performance of this Agreement. In the event any of the services provided under this Agreement are subcontracted to other providers, that agreement shall be in writing, and shall include a release of the *City* against all claims and damages, executed by the subcontractor requiring such subcontractor shall defend, indemnify, and hold the *City* harmless from all claims and damages that may arise from their performance of the subcontract.

10. For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, interpretation, or breach of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute. In the event the dispute cannot be resolved by agreement of the parties or by mediation, the dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, the Mandatory Rules of Arbitration (MAR). Venue shall be placed in Benton County, Washington; the laws

of the State of Washington shall apply; and the prevailing party shall be entitled to its reasonable attorney fees and costs.

11. All documents and other work product prepared pursuant to this Agreement will become the property of the *City* upon delivery to the *City*. The *City* will have full authority to use, reuse and modify the documents without limitation by *BCEDC* nor additional compensation.

12. From time to time, changes may be requested to this Agreement. Any such changes that are mutually agreed upon by the *City* and *BCEDC* shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

BENTON CITY ECONOMIC DEVELOPMENT COUNCIL

By: _____
Larry Howell, President

ATTEST:

_____
Vanessa Coates, Secretary

CITY OF BENTON CITY

By: _____
Linda Lehman, Mayor

ATTEST:

_____
Stephanie Haug, CMC
City Clerk-Treasurer

APPROVED AS TO FORM:

_____
Kerr Law Group, City Attorney

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

RECEIVED
DEC 31 2015
BY:.....

2016 Work Plan

Benton City Economic Development Council

P.O. Box 1038 · 513 Ninth St. · Benton City, WA 99320
· bcedc@bentonrea.com
www.bentoncityedc.org

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

Partners

City of Benton City
Benton City Chamber of Commerce
Port of Benton
Port of Kennewick
Benton County
Benton REA
Benton PUD

Coordinator

Randal Advisory Services, LLC

2016 Officers

Larry Howell, President
John Haakenson, Vice President
Vanessa Coates, Secretary
Lorna Deckert, Treasurer

2016 Work Plan

The 2016 Work Plan serves to advance the Benton City Economic Development Council's mission to expand existing and recruit new businesses to enhance employment opportunities, diversify the local tax base, and create a self-reliant service sector while maintaining Benton City's unique country atmosphere. BCEDC's successes contribute to the overall economic development of our program area and the region, and improve the quality of life of area residents. This mission is accomplished through community partnerships with government, business, industry, and individuals who commit time and resources to the cause.

In 2016, BCEDC will continue to build upon past successes while looking to the future and working to establish Benton City's place in a competitive economic climate. The 2016 Work Plan will focus on five key areas:

1. Business Development
2. Marketing Benton City
3. Community Revitalization
4. Promotion of Greater Benton City
5. Organizational Development and Administration

The following sections of this work plan will briefly outline each of these key areas including tasks necessary to accomplish identified objectives.

Business Development

Building a unified, healthy business community offering a good consumer-driven mix of goods and services in Benton City encourages residents and visitors to make more local purchases, thereby supporting local merchants and boosting sales tax revenue. Currently, the majority of consumer spending by Benton City residents is external. Goals:

- Continued recruitment of new businesses
- Encourage retention and growth of existing businesses

BCEDC will focus on the following projects to support business development within Benton City and its greater community:

1) Consult with the City Council and Mayor of Benton City

2) Support the Existing and Emerging Business Community:

A. Consult closely with strategic entrepreneurial support partners.
B. Investigate potential funding sources.
C. Investigate public/private resources for businesses such as Business Incentive Districts, Tax Increment Financing, B&O Tax Credits, and micro-loan programs
D. Provide basic business workshops and seminars to assist current and potential business owners with relevant issues when requested
E. Support and promote efforts to clean, beautify, and upgrade common areas in the downtown core.

3) Support and Promote Development of the I-82 Business District:

The I-82 interchange is the primary gateway to Benton City and the Red Mountain American Viticulture Area (AVA). The approximately 460-acre area included in Benton City's Urban Growth Area (UGA) and designated as a future business park affords the city unique opportunities to capitalize on the expanding wine and tourism industries. With good highway visibility and ready access to rail and freeway transport, this area offers excellent potential for development of visitor services, ancillary services for the winery industry, and other light industry.

4) Information, Referral, and Business Assistance:

BCEDC has the unique ability to hold business inquiries in confidence, unlike cities and counties which, as public entities, are subject to freedom of information requirements.

- Provide confidential expertise to businesses potentially starting, purchasing, relocating, or expanding operations
- Assist our partnering jurisdictional entities with business leads within our service area. advocacy, assistance with permitting and regulatory issues, and identification of potential funding sources
- Continued partnership with the Columbia Basin College Small Business Development Center.

5) Recruit New Businesses:

BCEDC will identify and target recruitment of businesses which fit in with the character of Benton City and will strengthen the draw of our market area. This development will also create additional employment opportunities, a critical need for a city with a considerable percent of its population classed as Low and Moderate Income (LMI).

Marketing Benton City

Benton City's unique strategic location in the center of the county with ready access to both east-west and north-south transportation corridors as well as newly installed fiber optic cable provides great opportunity for light industrial development as well as professional offices and continued growth of the retail and service sectors. The wine and agribusiness tourism industries attract growing numbers of visitors to the area but currently, most tourists pass by Benton City and may not realize that businesses are available to serve their needs. Furthermore, a significant portion of consumer spending by local residents is spent outside our community.

1) Promote and Support Special Events:

Special events are a unique way of advertising our community and are valuable tools for building community pride as well as attracting visitors with their accompanying influx of dollars to our business community. We promote and support community activities.

2) Communicate Our Story:

BCEDC will promote the Benton City area and its business community through strategic employment of communication tools such as community maps and on-line resources.

Community Revitalization

Benton City has many charming buildings and quiet neighborhoods. BCEDC will also continue to promote and support proactive beautification efforts including painting and updating of buildings, landscaping, and use of uniform design elements to produce the following benefits:

- Create a wholesome image for Benton City
- Increase community pride
- Develop grants, funding and partnerships to support these efforts
- Improve quality of life

Promotion of the Greater Benton City Business Community

BCEDC was developed and continues to support economic development throughout the Kiona-Benton School District and to promote the greater Benton City business district.

Developing relationships with elected officials, government agencies, and supporting organizations is key to achieving progress for Benton City. Relationship building and communication will be fostered through both formal and informal means.

- Conduct primary and general election voters forums in Benton City
- Attend networking events sponsored by organizations including local/regional Chambers of Commerce, Tri-Cities Visitor and Convention Bureau, TRIDEC, and Tri-Cities Legislative Council
- Participate in special tours, and other events conducted to help connect officials with the community and development issues when invited
- Sponsor Town Hall meetings
- Contact legislators when issues pertinent to Benton City arise.
- Develop a process for utilization of services for a community grant writer.

Organizational Development and Administration

Backed by solid funding sources, a strong BCEDC is actively engaged in promoting greater Benton City and strengthening relations with our funding partners, providing outstanding return on their investment. BCEDC will continue to work to identify and follow up on issues and opportunities for economic development in our area by developing a strategic plan.

Deliverables

1. Expand and update website by listing programs and grant information, etc.

2. Provide links to available resources on website and provide weekly email blasts for community events.

3. Investigate and report potential grants

4. Continue assisting new and established businesses by providing helpful information on our website, ie business plan, banking and other useful information

5. Provide training information for potential new businesses and established businesses

6. Continue working on development of I-82 commercial and industrial site along with the City pad through signage and meeting with potential investors

7. Organize Earth Month activities in Benton City by bringing together organizations, churches and businesses to help clean up and beautify our community

8. Attend meetings to include:
    - TRIDEC Case Management
    - Benton Franklin Council of Governments Small Cities Association
    - Credit Board, USDA Rural Revolving Loan Fund administered by the Council of Governments
    - Vineyard City Arts Council
    - Benton City Spring Opener Car & Bike Show
    - Kiona-Benton City School District No. 52 Board
    - Benton County Jr. Fair & Rodeo Association
    - Benton City City Council
    - Benton City Faith Council
    - Benton County Commission
    - Port of Benton
    - Port of Kennewick
    - Benton City Planning Commission
    - Red Mountain AVA Alliance
    - Benton PUD
    - Benton REA

9. Maintain Butterfly Garden

10. Provide monthly reports to City of Benton City

11. Provide quarterly reports to City of Benton City, Benton County

12. Provide annual reports to Port of Benton

CITY OF BENTON CITY

City Council Agenda Item

PROCESS INFORMATION

SUBJECT: Award Bid- Well #5 Well House Site Work Project **DATE/ITEM:** 02-02-2016-H 3

BUDGET INFORMATION

DEPT: Water **BUDGETED?** ☑

FUND: Water **EXPENDITURE:** $268,983.88

DESCRIPTION/SUMMARY

ACTION

Award bid to lowest responsible bidder, as recommended by the Benton City Engineer, Spink Engineering.

HISTORY

The City opened bids for the final phase of the Well #5 construction project, the Well House Site Work. The City received three bids, the lowest being from Colbert Construction. This project is budgeted and funded by a low interest loan from the Washington State Drinking Water Revolving Fund.

ATTACHMENTS

1) Letter from Spink Engineering
2) Bid Tab.
3)
4)

RECOMMENDED ACTION

SAMPLE MOTION:

I move to award the Well #5 Well House Site Work Project to Colbert Construction in an amount not to exceed $268,983.88

SPINK ENGINEERING

1045 Jadwin Ave. Suite E ▪ 509.946.1581 ▪ Richland, WA 99352 ▪ www.spinkeng.com

January 28, 2016

Mayor Lehman
City of Benton City
P.O. Box 70
Benton City, WA 99320

RE: Well #5 – Well House and Site Work
Bid Tabulation – Recommendation of Award
Job #09-132

Dear Ms. Lehman:

At 11:00 a.m., on January 28, 2016, three bids were opened and read aloud at City Hall for the Well #5 Well House and Site Work project. The Bid Tabulation is attached. The low bidder was Culbert Construction, at $268,983.88.

The project budget has approximately $390,000 available. We recommend the contract for the work be awarded to Culbert Construction in the amount of $268,983.88.

Please call or send me an e-mail if you have any questions or need additional information.

Sincerely,

Alan Rainey

Alan Rainey, P.E.
Spink Engineering, LLC

cc: Stephen Dunk, Commerce – Drinking Water Program
Jeff Johnson, DOH

Benton City Well #5
Job #09-132

January 28, 2016

BID TABULATION
Well #5 Well House Site Work

	ITEM	QTY	UNIT	CULBERT CONST. UNIT PRICE	CULBERT CONST. AMOUNT	BOOTH & SONS CONST. UNIT PRICE	BOOTH & SONS CONST. AMOUNT	APOLLO, INC. UNIT PRICE	APOLLO, INC. AMOUNT
1	Mobilization	1	LS	22,310.26	22,310.26	2,164.00	2,164.00	16,500.00	16,500.00
2	Site Grading and Gravel Surfacing	1	LS	4,105.15	4,105.15	6,366.49	6,366.49	2,900.00	2,900.00
3	Wellhead Equipment	1	LS	48,708.56	48,708.56	62,756.00	62,756.00	83,000.00	83,000.00
4	Well House Building	1	LS	67,230.05	67,230.05	67,213.84	67,213.84	61,000.00	61,000.00
5	Well House Electrical Equipment	1	LS	59,894.87	59,894.87	62,199.85	62,199.85	66,250.00	66,250.00
6	Well House Piping Equipment	1	LS	20,546.71	20,546.71	31,351.67	31,351.67	37,000.00	37,000.00
7	Frost Free Hydrant	1	EA	1,738.15	1,738.15	1,721.10	1,721.10	1,200.00	1,200.00
8	10" DI Watermain	20	LF	112.30	2,246.00	79.13	1,582.60	71.00	1,420.00
9	10" PVC Watermain	55	LF	125.96	6,927.80	30.39	1,671.45	31.00	1,705.00
10	10" Gate Valve	2	EA	642.78	1,285.56	2,121.91	4,243.82	2,000.00	4,000.00
11	Connection to 14" DI Watermain	1	LS	4,038.89	4,038.89	10,252.84	10,252.84	4,900.00	4,900.00
12	6' High Chain Link Fence	215	LF	26.55	5,708.25	28.13	6,047.95	24.00	5,160.00
13	Single 3' Wide Chain Link Gate	1	EA	307.46	307.46	324.60	324.60	600.00	600.00
14	Relocate Existing Vehicle Gate	1	LS	204.98	204.98	541.00	541.00	1,600.00	1,600.00
15	Trech for PUD Conduit & Transformer Pad	1	LS	3,116.54	3,116.54	4,172.87	4,172.87	8,700.00	8,700.00
16	*SUBTOTAL*				248,369.23		262,610.08		295,935.00
17	*8.3% SALES TAX*				20,614.65		21,796.64		24,562.61
18	**TOTAL**				268,983.88		284,406.72		320,497.61

I certify these bids are correct. Bids were received by 11:00 am on Wednesday, January 28, 2016 at Benton City Hall, 708 9th Street, Benton City, WA 99320

Alan Rainey, January 28, 2015

CITY OF BENTON CITY

City Council Agenda Item

PROCESS INFORMATION

SUBJECT: Keys to the City Application- Red Mountain AVA **DATE/ITEM:** 02-02-2016-H 4

BUDGET INFORMATION

DEPT: General **BUDGETED?**

FUND: General **EXPENDITURE:** $527 + WSST

DESCRIPTION/SUMMARY

ACTION

Review and approval of an application to award keys to Benton City to 9 wineries participating in a food drive in November 2015.

HISTORY

The City adopted a policy in January 2016 for the application and process of approving certificates of approval, proclamations and keys to the City. The City received its first application, which is included in the packets. The cost per key award, including the key with the City's logo, presented in a shadow box with a matted certificate is approximately $60. This application requests 9 keys to the City, for a total cost of approximately $527 plus WSST.

ATTACHMENTS

1) Application

2) Cost Estimate

3)

4)

RECOMMENDED ACTION

SAMPLE MOTION:

I move to approve the application to award keys to the City to the wineries of the Red Mountain AVA that participated in the November 2015 food drive, including Terra Blanca, Frichette, Kiona, Fidélitas, Hedges, Hightower, Tapteil, Col Solare & Hamilton Cellars to be awarded at a Council meeting in the near future.

CITY OF BENTON CITY
PO Box 70
Benton City, WA 99320
(509) 588-3322 * bchall@owt.com

PROCLAMATION, CERTIFICATE, AND KEY TO THE CITY POLICY AND PROCEDURE

City's Proclamation and Certificate Request Form

Date to be presented and/or when needed: February 19, 2016

Recognition Type requested:
- ☒ Proclamation
- ☐ Certificate
- ☒ Key to the City - each ind. winery

Applicant's name: Linda Lehman, Mayor

Mailing address: PO Box 70, Benton City, WA 99320

Telephone number: 612-867-9725

Email address (if available):

Name, and date of the day, week, month or event to be proclaimed or recognized:
Red Mountain AVA; Terra Blanca, Frichette, Kiona, Fidélitas, Hedges, Hightower, Tapteil, Col Solare & Hamilton Cellars - 2015 Food Drive

A brief summary and/or background of the event, organization, or person:
attached →

Draft text for the proclamation including 4 – 6 "whereas" clauses (attach on a separate page):
attached →

The Proclamation, Certificate or Key to the City is to be:
- ☐ Mailed
- ☐ Picked-up
- ☒ Presented at a Council Meeting

Signature: _____ Date: _____

***Submission of a request for a Proclamation, Certificate, or Key to the City does not guarantee issuance.*

RESOLUTION 2016-__

A RESOLUTION OF THE CITY OF BENTON CITY, WA PROCLAIMING APPRECIATION TO THE WINERIES OF THE RED MOUNTAIN AVA FOR THEIR DONATION TO THE BENTON CITY FOOD BANK AND AUTHORIZING THE MAYOR TO ISSUE PROCLAMATION CERTIFICATES TO EACH PARTICIPATING WINERY

WHEREAS, on November 6th, 7th, and 8th, 2015, participating wineries in the Red Mountain American Viticultural Area (AVA) collected food at their tasting rooms to benefit the Benton City Food Bank through the 2nd Harvest organization; and

WHEREAS, according to 2nd Harvest, 455 pounds of food was collected; and

WHEREAS, based on Feeding America standards, their efforts provided 380 meals to Benton City residents; and

WHEREAS, many households in our community struggle to provide enough food for their families, and children are more likely to experience hunger than the population as a whole; and

WHEREAS, Terra Blanca, Frichette Winery, Kiona Winery, Fidélitas, Hedges Family Estate, Hightower Cellars, Tapteil Winery, Col Solare Winery, and Hamilton Cellars all contributed and continue to work to alleviate the challenges of hunger in our community through its efforts; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

The City Council of the City of Benton City proclaim their appreciation to the participating wineries of the Red Mountain AVA for their efforts to alleviate the challenges of hunger in Benton City and authorize the Mayor of the City of Benton City to sign a proclamation certificate to be given to each participating winery.

ADOPTED this ___ day of _____, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this ___ day of _____, 2016.

Resolution 2015-20 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this ___ day of _____, 2016.

_____
Linda Lehman
Mayor

Attest:

_____
Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:

_____
Leland B. Kerr
City Attorney

Keys to the City - Red Mountain AVA - Cost Estimate

Item	Cost per unit	Quantity	Total
5.5" Bronze Key	$ 21.25	9	$ 191.25
City Logo On Key	$ 8.00	9	$ 72.00
One time set up fee	$ 85.00	1	$ 85.00
Shadow Box	$ 14.99	9	$ 134.91
11x14 picture mat (3-pack)	$ 14.56	3	$ 43.68

$ 526.84

CEREMONIALAWARDS.COM 1-800-203-9588

Axes - Gavels - Hammers - Keys - Scissors - Shovels - Whistles

Welcome to the premier source for all of your ceremonial needs!

Cart orders ship from New Hampshire, 03246 USA. No sales tax! Orders received before 4PM EST M-F will ship the same business day. Please contact us for international or PO box shipping.

Remove	Product	Price	Quantity	Subtotal
☐	**5.5in Ceremonial Key - Ox Bronze, package of 9 items @21.25 each.** SKU: 3501002	21.25	9	191.25

Shipping Destination

Country: United States*

Postal Code: 99320

Subtotal:	$191.25
Tax:	$0.00
Shipping & Handling	FedEx Ground - $19.41 (select your preference)
Total:	**$210.66**

Update Cart | Continue Shopping | **Pay Now with PayPal**

(Paypal accepts credit cards with no account required)

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EngravingAwardsGifts.com
42 Franklin Street
Laconia, NH 03246
(603) 524-4399 (800) 203-9588
FAX (603) 524-1153
Email: sales@EngravingAwardsGifts.com

Estimate #: 343896

Estimate Date	1/28/2016
Contact	Stephanie Haug
Phone	509-588-3322
Alt. Phone	
Fax	509-588-3323
E-mail	cclerk@owt.com

BILL TO:

City of Benton City
Attn: Stephanie Haug
PO Box 70
Benton City, WA 99320

SHIP TO:

City of Benton City
Attn: Stephanie Haug
708 9th Street
Benton City, WA 99320

Rep	Cust Ship ID	Event Date	In-Hands Date	Ship Date
JLP		N/A	TBD	TBD

Item Code	Description	Qty	Price	Total
3501002	Ceremonial Key, 5 1/2" Ox Bronze Finish, Includes a 7/8" Black Brass Disc	1	21.25	21.25
3573001	Ceremonial Key *CUSTOM SERVICE* [Desc: Full Color Printed 7/8" Disc]	1	8.00	8.00
3569001	Graphic Design Services - Bitmap Supplied Artwork/Layout 1 Hour, Proof & 1 Revision (This is a one-time fee for tracing your logo)	1	85.00	85.00
3521001	Ceremonial Key, Black Leatherette Presentation Case, 2" X 6 1/4" (for 5 1/2" ceremonial key)	1	9.75	9.75
	Subtotal			124.00
9002006 9000007	FedEx Ground [5 Days] SHIPPING & HANDLING (S&H): S&H charges are unknown until the product is shipped. Factors impacting S&H charges are the delivery service selected, shipment size, weight and distance (e.g. costing more are premium delivery services, bulky/heavy items, overseas shipments). Using your shipping # is acceptable and is encouraged on overseas shipments. Our minimum S&H charge is $15.00 per package and S&H charges may be billed on a separate invoice. We are not responsible for delivery exceptions resulting from the shipping carrier or customer.			0.00
			Total	$124.00

By signing this order estimate customer understands that they are approving this order to be released to production. Subsequent changes, modifications and cancellations are the responsibility of the customer and are subject to restocking and/or cancellation fees and other charges (e.g. freight, tariffs, duties...)

Customer Approval:

Signature

Date

PLEASE NOTE THAT WE WILL PROCESS ALL CHARGES RELATED TO THIS ESTIMATE AND THE SALES ORDER TO THE CREDIT CARD PROVIDED. THIS ESTIMATE WILL BE HONORED FOR 15 CALENDAR DAYS FROM THE ESTIMATE DATE.

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JO-ANN fabric and craft stores

SEARCH (1)

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15% OFF YOUR TOTAL ONLINE PURCHASE. APPLY: ENJOY15 ➤ DEALS & COUPONS ➤

Home Your Shopping Bag

Shopping Bag

Check Out with PayPal VISA Checkout Tell Me More

PRODUCT		QTY	PRICE	TOTAL PRICE
11X14 Omega Black Shadowbox Item #: 5546833	In Stock	9 Update Bag	~~$24.99~~ $14.99	~~$224.91~~ $134.91

Remove | Add to Wishlist

YOU MAY ALSO LIKE

1"x14" Black Wood Float Frame

EK Success 3D Dots Foam Dot Adhesive Squares White

Riolis Poppies Counted Cross Stitch Kit

Enter Promotion Code

Apply

Limit one coupon per order. See exclusions

Shipping to the United States (change to Canada)

Subtotal	$134.91
Estimated Shipping	$14.95
Estimated Tax (6%)	$8.99
Estimated Total	**$158.85**

or use express checkout

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*Subject to credit approval. Savings paid as a statement credit.

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Est. total
$52.41

Check Out

Your cart: 3 items.

New
Only at Walmart

Mainstays 11x14 Document Format Picture Frame, Set of 3
Sold by: Walmart.com

See all shipping and pickup options for **99301**

Qty 3

$43.68
$14.56 each
Was $14.97 each
Save $0.41 each

Save for later Remove

"Orion Wide 5-Shelf Bookcase" has been deleted. Undo delete

Subtotal (3 items)	$43.68
Value shipping	$4.97
Est. tax Based on 99301 Change	$3.76
Est. total	**$52.41**

Check Out

$0 $50

You're almost there! Add $6.32 and you can choose **FREE Value shipping** in checkout.

FREE pickup is available.

Learn more about shipping costs & FREE pickup

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500

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72

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Mainstays 11x14 matted to 8x10 Format Picture...
38

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Mainstays 12x16 Format Picture Frame, Set of 3
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CITY OF BENTON CITY

City Council Agenda Item

PROCESS INFORMATION

SUBJECT: Purchase Request- Tree Trimming- 9th Street Trees **DATE/ITEM:** 02-02-2016-H 5

BUDGET INFORMATION

DEPT: General **BUDGETED?** ☐

FUND: General **EXPENDITURE:** $850+ WSST

DESCRIPTION/SUMMARY

ACTION

Consideration of approval of trimming the 12 trees on 9th Street in the downtown area

HISTORY

Please see letter from Kyle Kurth

ATTACHMENTS

1) Letter from Kyle Kurth
2) Quotes
3)
4)

RECOMMENDED ACTION

SAMPLE MOTION:

I move to approve the purchase of tree trimming services for the trees on 9th Street from Top Tree Services, LLC in an amount not to exceed $850 plus Washington State Sales Tax if applicable

Council,

I have prepared two quote for trimming the 12 trees on the main drag. These trees are starting to get out of control and too big for us to put up our Christmas tree decorations. I think this will also make the trees took better because they will all be the same height and look more uniformed. I would like to go with Top Tree services they are the company that has been doing all our tree work for the last couple years and they do a great job.

Thanks

Kyle Kurth

Kyle Kurth

From: Ryan Hone <ryan@toptreellc.com>
Sent: Friday, January 15, 2016 10:07 AM
To: bcpublicworks@ci.benton-city.wa.us
Subject: Tree trimming

Good morning,

After looking at the trees on 9th st we can prune all 12 of them as we discussed for 850.00 plus tax if applicable.

Please let me know this email came through if you would.

Thank you!

--
Ryan Hone
Top Tree Service,LLC
Office 509-943-7032
Cell 509-554-2337
www.toptreellc.com
1861 Terminal Dr. Richland, Wa. 99354

Superior Tree Service, Inc.

Proudly Serving the Tri-Cities and Surrounding Areas for Over 30 years

Steven J. Schwartz, Sr., ISA Certified Arborist PN-5546A

Cont. Lic.# SUPERTS972CF · Bonded · Insured

(509) 545-6947

Corporate Office Remittance Address:
Box 2332
co, WA 99302-2332
superiortreeservicetricities.com

Inquire Date 1/25/11
Date Confirmed
Date Completed

Home _____ Office _____
Cell 509 366-3467 Fax _____
Email _____

Name City of Benton City
Address 9th ave
Benton City, WA 99320
Directions Central Hyde, 12 small tree along 9th street to pass

- ☐ Top and Shape
- ☐ Tree Topping
- ☐ Safety Trimming
- ☑ Selective Trimming
- ☐ Lateral Trimming
- ☐ Tree Thinning
- ☑ Tree Pruning
- ☐ Code Enforcement Pruning
- ☑ Remove Dead Limbs
- ☐ Remove a Branch
- ☑ Raise Canopy

- ☐ Shrubbery Trimming
- ☐ Hedge Trimming
- ☐ Tree Removal
- ☐ Code Enforcement Removal
- ☐ Hedge Removal
- ☐ Shrubbery Removal
- ☐ Chip Stumps
- ☐ Grind Feeder Roots
- ☐ Leave Stumps
- ☐ Leave Stumps Chippings
- ☐ Remove Stump Chippings
- ☐ Tree Cabling

- ☑ Full Cleanup
- ☐ No Cleanup
- ☐ Clean up Brush Only
- ☐ Remove Wood
- ☐ Leave Wood
- ☐ Wood Cut Up
- ☐ No Wood Cut Up
- ☐ Climbers
- ☐ Dump Truck
- ☑ Lift Truck
- ☐ Backhoe/Loader
- ☐ Drop Service line
- ☐ Drop Phone line
- ☐ Drop Cable T.V. line
- ☐ Drop Light Pole line
- ☐ Move Obstacles
- ☐ 90 Days Same as Cash O.A.C.
- ☐ Mastercard
- ☐ Visa

Total Number Trees to be Trimmed: 12
Total Number Trees to be Removed: _____
Total Number Stumps to Grind: _____
Total Number Shrubs to be Removed: _____
Total Number Shrubs to be Trimmed: _____

- ☐ Large Stump Machine
- ☐ Small Stump Machine
- ☐ Line Locate # _____
- ☐ Remove Fence
- ☐ Put Fence back up

Remarks: _____

Crew: _____

* Due to scheduling conflicts a $150.00 cancellation fee will be charged for all authorized work that is cancelled.

Bid Amount: 1895.00
Discount _____
Subtotal _____
Sales Tax _____
Grand Total _____

Work Authorized by: _____
Bid by: _____
~~Steve Schwartz, Sr.~~

Job completed to customer's satisfaction: _____

Members of:
· Better Business Bureau
· International Society of Aboriculture
· NFIB

Not responsible for underground damage to sprinkler lines or ornamental lighting caused by operation of stump machine, or yard/sidewalk damage due to weight of equipment.

CITY OF BENTON CITY
Voucher Summary Sheet

January 20th - February 2nd, 2016

FUND NAME	FUND NO.	PAYROLL	CLAIMS	TOTAL
CURRENT EXPENSE	001		37,903.34	37,903.34
CITY STREET	101		3,968.12	3,968.12
ARCHIVE	103			0.00
PARK & RECREATION CAPITAL IMPROVEMENT	302		1,074.50	1,074.50
I-82 BUSINESS PARK	350		500	500.00
WATER	401		8,602.04	8,602.04
SEWER	402		9,673.46	9,673.46
W/S CAPITAL IMPROVEMENT	406			0.00
W/S CAPITAL MAINTENANCE	407			0.00
'82/97 W/S BOND REDEMPTION	409			0.00
'82/97 W/S BOND RESERVE	410			0.00
TOTALS		**0.00**	**61,721.46**	**61,721.46**

I, Stephanie Haug , Audit Officer for the City of Benton City, hereby submit for approval vouchers as listed below and recommend these vouchers to be authorized for payment this 2nd day of February, 2016.

VOUCHER APPROVAL

I move to approve payment of Claim check numbers:

27406 thru 27424 with EFTs as listed in the amount of $ 61,721.46

this 2nd day of February, 2016.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY CLERK/TREASURER

CHECK REGISTER

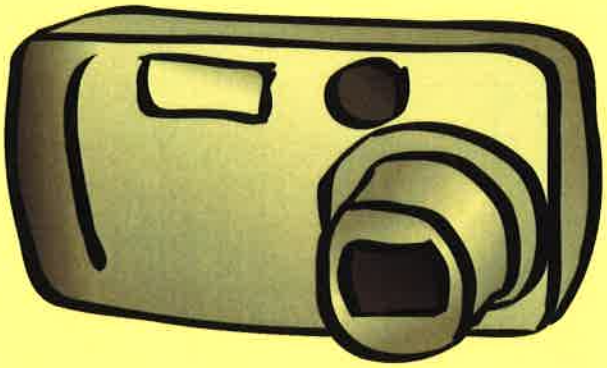
City Of Benton City
MCAG #: 199

01/20/2016 To: 02/02/2016

Time: 09:31:19 Date: 01/29/2016
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
544	02/02/2016	Claims	1	EFT	Benton PUD	403.37	Acct No. 6958300000
545	02/02/2016	Claims	1	EFT	Benton PUD	13.06	Acct No. 1628300000
546	02/02/2016	Claims	1	EFT	Benton PUD	2.36	Acct No. 4708300000
547	02/02/2016	Claims	1	EFT	Benton PUD	10,201.15	Acct No. 8297300000
548	02/02/2016	Claims	1	EFT	Home Depot Credit Services	173.69	Acct No.6035 3220 2492 1912
549	02/02/2016	Claims	1	27406	Ace Sales & Service, Inc	552.00	Acct No#CITYOFBENT/Inv. Nos. 29220 And 29781
550	02/02/2016	Claims	1	27407	Applus RTD USA Inc	419.50	Client No: 107.CUS006855/Inv No. 107.PIN0399039
551	02/02/2016	Claims	1	27408	B.F. District Health Dept.	96.00	Acct No. 0101-340
552	02/02/2016	Claims	1	27409	Benton City Chamber Of Commerce	300.00	2016 Membership Dues
553	02/02/2016	Claims	1	27410	Benton Co. Sheriff Office	25,807.84	January 2016 Contract Law Enforcement Svcs
554	02/02/2016	Claims	1	27411	City of Richland	2,974.00	Acct No. 20298/Inv No. 26543
555	02/02/2016	Claims	1	27412	Frontier Fence	1,770.18	Job #436/Inv No. 37852
556	02/02/2016	Claims	1	27413	Glass Nook, Inc.	879.66	Invoice # 70508
557	02/02/2016	Claims	1	27414	HD Supply Waterworks, LTD.	868.26	Account 110448
558	02/02/2016	Claims	1	27415	Mr. Rooter Plumbing	352.95	Inv No. 219470/1304 Jill St.
559	02/02/2016	Claims	1	27416	Oxarc, Inc.	1,529.79	Invoice # 2865FPS- Acct. 203062
560	02/02/2016	Claims	1	27417	Pacific Office Automation	103.98	Acct No. 676558/Inv No. 975307 1
561	02/02/2016	Claims	1	27418	Iris Perez	100.00	Community Center Deposit Refund
562	02/02/2016	Claims	1	27419	Premier Power Sports	35.98	Acct No. 4907/Inv No. 13018
563	02/02/2016	Claims	1	27420	Spink Engineering	12,245.00	Inv No. 2015-12 November 2015; Inv No. 2016-01 December 2015
564	02/02/2016	Claims	1	27421	T Enterprises, Inc. Truck Driving School	2,331.00	PO#16-003/Inv. No. 4975 Krista Harmon
565	02/02/2016	Claims	1	27422	Tri-City Sign & Barricade	119.20	Acct No. 43/Inv No. 7452
566	02/02/2016	Claims	1	27423	U.S. Cellular	417.49	Acct No. 952635344/Inv. No. 0117621234
567	02/02/2016	Claims	1	27424	WA St Dept of Agriculture	25.00	Testing Fee-ROW-J.Barragan

001 Current Expense Fund	37,903.34		
101 City Street Fund	3,968.12		
302 Park & Recreation Fund	1,074.50		
350 I-82 Business/industrial Park	500.00		
401 Water Fund	8,602.04		
402 Sewer Fund	9,673.46		
		Claims:	61,721.46
	61,721.46		



City Council Picture Day!

Please stay after the meeting to have your picture taken for the Benton City Website